	City of Goodyear	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Invitation For Bid	

Solicitation Number: IFB 18-4136

Materials and/or Service: Landscape Services - Citywide

Solicitation Due Date: January 4, 2018 **Time:** 3:00 pm (Arizona Time)

Mailing Address: City of Goodyear, City Hall Front Desk
190 North Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338

Procurement Specialist: Dora Chavez
Phone: (623) 882-7834
Email: dora.chavez@goodyearaz.gov

All bids must be received by the City of Goodyear, City Hall Front Desk, at the specified location by the date and time cited above. Late bids will not be considered. Bids received by the correct date and time shall be publicly opened and read. Bidders are advised to carefully read the entire Solicitation Package. Bids that do not comply with all Instructions to Bidders may be disqualified.

Solicitation packages can be obtained by downloading from the City of Goodyear's website: www.goodyearaz.gov and following these instructions: Enter City website, click on BUSINESS, click on Vendor Services/Procurement, click on Solicitations for Bids/Proposals, click on IFB 18-4136. Should you experience problems downloading the solicitation, contact Dora Chavez, at the above email address.

Attendance at the Pre-Bid Conference is not mandatory; however, Bidders are strongly encouraged to attend. Offerors are also strongly encouraged to read entire solicitation prior to Pre-Bid Conference. Copies of the solicitation will not be handed out at the Pre-Bid.

Pre-Bid Conference: December 14, 2017, 11:00 A.M. (Arizona Time)

Pre-Bid Location: City of Goodyear, Conference Room 126
190 N. Litchfield Rd.
Goodyear, AZ 85338

All communications concerning this solicitation must be directed to responsible procurement staff person identified above, via email only. Communications with other city staff may disqualify you from the evaluation process.

OFFERORS ARE STRONGLY ENCOURAGED TO READ THE ENTIRE SOLICITATION

Published in the Arizona Republic Southwest Section on: 12/6/17, and 12/8/17.



City of Goodyear

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	Instructions to Bidders	

1. PREPARATION OF OFFER

- a. It is the responsibility of all Bidders to examine the entire solicitation package and seek clarification from the responsible Procurement Specialist of any item or requirement that may not be clear, and to check all responses for accuracy before submitting a bid.
- b. All offers shall be on the forms provided in the solicitation package. It is permissible to copy these forms if required. Telegraphic (facsimile) or email bids will not be considered
- c. The Offer and Acceptance document shall be returned with the submittal with an original blue ink signature by a person authorized to sign the Offer. Pricing documents and other documents which require information to be filled in must be done in ink, typewritten or computer printed. No bids will be accepted if pencil is used. Erasures, interlineations, or other modifications in the bid shall be initialed in original blue ink by the authorized person signing the bid.
- d. It is the Bidder's responsibility to obtain a copy of any addenda relevant to this solicitation. Failure to submit addenda with the solicitation response may be grounds for deeming a bid non-responsive.
- e. Bids shall be submitted in a sealed envelope provided by the Bidder, and should include the Bidder's name, address and solicitation number on outside of the sealed envelope/package.
- f. Periods of time, stated as a number of days, shall be calendar days.
- g. It is the responsibility of the Bidder to submit the bid at the place and by the time provided in the solicitation.
- h. Negligence in preparing a bid confers no right of withdrawal after the due date and time of the bid. No bid shall be altered, amended, or withdrawn after the specified offer due date and time.
- i. Offers shall include all costs as described and indicated by the specifications. The City is exempt from Federal Excise Tax, including the Federal Transportation Tax. Sales tax, if any, shall be indicated as a separate item.
- j. If price is a consideration, and in case of error in the extension of prices in the bid, the unit price shall govern.
- k. The City shall not reimburse the cost of developing, presenting, or providing any responses to this solicitation. Bids submitted for consideration should be prepared simply and economically, providing adequate information in a straightforward and concise manner.
- l. Bidder shall submit one (1) original, marked "original" and three (3) copies of their bid with their submittal. Offers shall be submitted single-sided.



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2. **SERIAL NUMBERS**

Bids shall be for equipment on which the original manufacturer's serial number, if applicable, has not been altered in any way. Throughout the contract term, the City reserves the right to reject any altered equipment.

3. **BRAND NAMES**

Any manufacturer's names, trade names, brand names, or catalog numbers used in the specifications are for the purposes of describing and establishing the quality level, design and performance desired. Such references are not intended to limit or restrict bidding by other vendors, but are intended to establish the quality, design or performance which is desired. Any Bidder which proposes equal or greater quality, design or performance may be considered. The city has the sole authority to accept or reject any like items.

4. **SUBSTITUTIONS OR EXCEPTIONS**

The City reserves the option to not consider bids for award if the Bidder: i) takes any exception to the specifications and the City does not agree or accept the proposed changes; or ii) proposes a unit which does not meet the City's specifications exactly and the Bidder does not additionally propose the specified unit prior to bid opening, and the City rejects the alternative identified.

5. **DESCRIPTIVE LITERATURE**

All bidders shall include complete manufacturer's descriptive literature regarding the equipment and goods they propose to furnish. Literature shall be sufficient in detail in order to allow full and fair evaluation of the bid submitted. Failure to include this information may result may result in the bid being rejected.

6. **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL**


All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.

7. **INQUIRIES**

Any questions related to the solicitation shall be directed to the responsible Procurement Specialist whose name appears on the front page **via email only**. The Bidder shall not contact or ask questions of other City staff or the City department for which the requirement is being procured. Any correspondence related to a solicitation should refer to the solicitation number, page, and paragraph number. All questions must be submitted no later than the close of business five (5) calendar days after the Pre-Bid Conference.

8. **PRE-BID CONFERENCE**

A Pre-Bid Conference may be held. Attendance at the scheduled Pre-Bid Conferences is not mandatory. The date, time and location of the conference are indicated on the cover page of this document. The purpose of this conference will be to clarify the contents of this solicitation in order to prevent any misunderstanding of the City's position. Any doubt as to the requirements of this solicitation or any apparent omission or discrepancy should be presented to the City at this conference. The City will then determine if any action is necessary and may issue a written amendment to the solicitation. *Oral statements or instructions will not constitute an amendment to this solicitation.*

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9. LATE BIDS/MODIFICATIONS/WITHDRAWALS

Bids, modifications of bids, and withdrawals received *after* the due date and time specified for receipt will be rejected. A Bidder (or designated representative) may withdraw their bid via email to the responsible Procurement Specialist any time *prior* to the solicitation due date and time.

10. PUBLIC RECORD/CONFIDENTIAL INFORMATION

All bids submitted in response to this solicitation shall become the property of the City and shall become a matter of public record available for review, subsequent to the award. If the Bidder believes that any information provided throughout the procurement process should be withheld as confidential, it is the responsibility of the Bidder to submit to the Procurement Manager a statement when the confidential information is submitted which identifies those items the Bidder believes to be confidential and the legal reason(s) why they are confidential. The Procurement Manager shall review the request for confidentiality and advise the Bidder in writing if the information will be treated as confidential by the City. If the City receives a public records request for any of the information determined to be confidential by the Procurement Manager, the City will use reasonable efforts to give notice to the Bidder prior to the release of the information.

11. BID ACCEPTANCE PERIOD

In order to allow for an adequate evaluation, the City requires a bid in response to this Solicitation to be valid for one hundred twenty (120) days after the opening time and date.

12. DISCUSSIONS


The City reserves the right to conduct discussions with Bidders for the purpose of eliminating minor irregularities, informalities, or apparent clerical mistakes in the submittal in order to clarify a bid and assure full understanding of, and responsiveness to, solicitation requirements.

13. PERSONNEL

It is essential that the Bidder provide adequate experienced personnel, capable of and devoted to the successful accomplishment of the work to be performed in this Solicitation. The Bidder agrees that those persons identified in their submittal shall not be removed or replaced without a written request to and approval from the City.

14. AWARD OF CONTRACT

- a. The contract will be awarded pursuant to the provisions of the City of Goodyear Procurement Code. Unless the Bidder states otherwise, or unless provided within this solicitation, the City reserves the right to award by individual line item, by group of line items, or as a total, whichever is deemed most advantageous to the City. Notwithstanding any other provision of this solicitation, the Procurement Manager further reserves the right to i) waive any immaterial defect or informality; ii) reject any or all bids, or portions thereof; iii) reissue the solicitation; or iv) modify or cancel this solicitation.
- b. A response to a solicitation is an offer to contract with the City based upon the terms, conditions and specifications contained in the City's solicitation and the written amendments thereto, if any. If City Council approval is necessary, bids do not become contracts unless and until they are accepted by the City Council. A contract is formed when written notice of award(s) is provided to the successful

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Bidder(s). The Contract has its inception in the award document, eliminating a formal signing of a separate contract.

- c. In the event the City should receive two or more identical bids, the awardee will be determined by lottery.

15. **BUSINESS REGISTRATION PERMIT**

All Bidders awarded contracts with the City shall be required to obtain a City of Goodyear Business Registration Permit through the Goodyear Business Registration Office. For further information call Finance, Joe Lewandowski at (623) 882-7899 or joe.lewandowski@goodyearaz.gov

16. **PROTESTS**

- a. Any interested party may protest a solicitation issued by the City or the proposed award or the award of a City Contract by submitting a request in writing with the Procurement Manager for the City of Goodyear, with a copy directed to the City Attorney for the City of Goodyear as follows:

Jacque Behrens, CPPB
Procurement Manager
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338


Roric Massey
City Attorney
City of Goodyear
P.O. Box 5100
190 North Litchfield Road
Goodyear, AZ 85338

- b. Writing: All protests must be in writing and shall include the following information:
 - The name, address and telephone number of the protester;
 - The signature of the protester or its representative;
 - The solicitation or contract number;
 - A detailed statement of the legal or factual grounds of the protest including copies of relevant documents; and
 - The form of relief requested. R3-4-16.01
- c. Time Frame: To be considered, protests must be filed during the time frame identified in the procurement code.
 - *Protests of a solicitation* must be filed within five (5) days of the first advertising of the solicitation.
 - *Protests of an award* must be filed within ten (10) days of the issue date of the Notice of Award or Notice of Intent to Negotiate and Award.
- d. The Procurement Manager is required to notify all interested parties that a protest has been filed.

17. **CONFLICT OF INTEREST** Offerors shall fully disclose all known and potential conflicts that could influence or appear to influence their judgment or the quality of their services.

18. **OFFER RESULTS**


Bids will be opened on the bid due date, time and location indicated on the cover sheet of the solicitation at which time the name of each bidder and the prices shall be read. Bids and other

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information received in response to the Invitation for Bid shall be shown only to authorized City personnel having a legitimate interest in them or persons assisting the City in the evaluation. Bids are not available for public inspection until after award recommendation has been posted on the City's website.

A preliminary bid tabulation will be posted on the City's website, <http://www.goodyearaz.gov/business/vendor-services-procurement/bid-results> within five (5) calendar days of the bid opening. The information on the preliminary tabulation will be posted as it was read during the bid opening. The City makes no guarantee as to the accuracy of any information on the preliminary tabulation. Once the City has evaluated the bids an award recommendation will be posted on the website. No further notification will be provided to unsuccessful bidders.

END OF INSTRUCTIONS TO OFFERORS

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SECTION 1. DEFINITIONS


- 1.1 “City” means the City of Goodyear.
- 1.2 “City Manager” means the manager of the City of Goodyear or designee.
- 1.3 “Contract” means this Goods/Services Contract and any attachments referenced herein, fully completed and executed between the City of Goodyear and the Contractor.
- 1.4 “Contract Administrator” City staff who has delegated responsibility for the contract administration.
- 1.5 “Contractor” means the individual, partnership, entity or corporation who, as a result of the competitive process, is awarded a contract by the City of Goodyear to provide goods and/or services.
- 1.6 “Days” means calendar days unless otherwise specified herein.
- 1.7 “Litigation Expense” means any court filing fee and costs, arbitration fees or costs, witness fee, arbitration fees, and each other fee and cost of investigating and defending or asserting any claim for indemnification under this Contract, including, without limitation, in each case, attorneys’ fees, professional fees, disbursements and each other fee and cost of investigating and defending, appealing or asserting any claim for indemnification under this Contract.
- 1.8 “Loss” means any liability, loss, claim, settlement payment, cost and expense, interest, award, judgment, damages (including punitive damages), diminution in value, fines, fees and penalties or other charge, other than a litigation expense.
- 1.9 “Project” “Services” or “Work” means the subject matter of this Contract as more fully set forth in the attached Scope of Work, which may include delivery of goods and/or services.
- 1.10 “Subcontractor” means any individual, corporation, company, or other entity who contracts to perform work or render services or provide goods to a Contractor or to another subcontractor as part of this Contract with the City.

SECTION 2. TERM OF CONTRACT

- 2.1 The term of the contract may be automatically extended to include the warranty period.
- 2.2 Contractor shall not commence work until Contractor receives a purchase order signed by the City procurement manager or designee.


SECTION 3. COMPENSATION AND PAYMENTS

- 3.1 **COMPENSATION**: Total compensation to be paid under this Contract shall not exceed the purchase order amount.
- 3.2 Contractor shall invoice City on or before the 10th day of each month for goods and/or services provided under this contract during the prior month. All invoices shall contain itemized hourly fees, unit cost,

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extended cost of goods and supporting documentation for all invoiced amounts. All invoices to the City shall identify the specific item(s) being billed and the Purchase Order number. Items are to be identified by the name, model number, and/or serial number most applicable.

- 3.3 City shall make every effort to process payments to Contractor within thirty (30) calendar days after the receipt of a correct and approved invoice, unless a good faith dispute exists to any obligation to pay all or a portion of the invoice or account.
- 3.4 **PRICE ADJUSTMENT/CONTRACT EXTENSION**: The City's Office of Procurement will review fully documented requests for price increase after any contract has been in effect for one (1) year. Any price increase adjustment will only be made at the time of contract extension and will be a factor in the extension review process. The Office of Procurement will determine whether the requested price increase or alternate option is in the best interest of the City. Any price adjustment will be effective upon the effective date of the contract extension.
- 3.5 **PRICE REDUCTION**: A price reduction may be offered at any time during the term of the contract and shall become effective upon notice.
- 3.6 **LATE SUBMISSION OF CLAIM BY CONTRACTOR**: The City will not honor any invoices or claims which are tendered one (1) year after the last item of the account accrued.
- 3.7 **ESTIMATED QUANTITIES**: Quantities identified in the Solicitation are the City's best estimate and do not obligate the City to order or accept more than the City's actual requirements during the period of this Contract as determined by actual needs and availability of appropriate funds. It is expressly understood and agreed that Contractor is to supply the City with its complete and actual requirements for the contract period.
- 3.8 **PRODUCT DISCONTINUANCE**: In the event that a product or model identified in the offer is subsequently discontinued by the manufacturer, the City at its sole discretion may allow the Contractor to provide a substitute for the discontinued item. The Contractor shall request permission to substitute a new product or model and provide all of the following:
 1. A formal announcement from the manufacturer that the product or model has been discontinued;
 2. Documentation from the manufacturer that names the replacement product or model;
 3. Documentation that provides clear and convincing evidence that the replacement meets or exceeds all specifications required by the original solicitation;
 4. Documentation that provides clear and convincing evidence that the replacement will be compatible with all the functions or uses of the discontinued product or model; and
 5. Documentation confirming that the price for the replacement is the same as or less than the discontinued product or model.
- 3.9 **USAGE REPORT**: The Contractor may be required to provide a usage report to the Procurement Manager.
- 3.10 **DISCOUNTS**: Payment discounts will be computed from the date receiving acceptable goods, materials and/or services or correct invoice, whichever is later to the date payment is mailed.

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- 3.11 **NO ADVANCE PAYMENT:** Advance payments will not be authorized; payment will be made only for actual goods or services that have been received.
- 3.12 **FUND APPROPRIATION CONTINGENCY:** The Parties recognize that the continuation of any contract after the close of any given fiscal year of the City of Goodyear, which fiscal year ends on June 30 of each year, shall be subject to appropriation and allocation of funds by the Goodyear City Council.
- 3.13 **F.O.B. POINT:** All prices are to be quoted F.O.B final destination, unless otherwise specified elsewhere in the solicitation.
- 3.14 **TAXES:** Contractor shall be solely responsible for the reporting of any and all tax obligations that may result from Contractor's performance of this Contract.

SECTION 4. TERMINATION

- 4.1 **TERMINATION FOR CONVENIENCE:** City at any time and for any reason and without cause may terminate, suspend or abandon any portion, or all, of this Contract at City's convenience. In the event that the City terminates, suspends or abandons any part of the services, the City shall provide notice to the Contractor. Upon receipt of notice, the Contractor shall, unless the notice directs otherwise, immediately discontinue further services and placing of orders for materials, facilities and supplies in connection with the performance of this Agreement.

The Contractor shall appraise the services completed prior to receiving notice of the termination, abandonment or suspension and deliver to the City all drawings, special provisions, field survey notes, reports, estimates and any and all other documents or work product generated by the Contractor under the contract, entirely or partially completed, together with all unused materials supplied by the City.


In the event of termination, abandonment or suspension, Contractor shall be paid for services satisfactorily performed prior to receipt of such notice including reimbursable expenses then incurred. However, in no event shall the fee exceed that set forth in Section 4 of this Contract. Contractor shall not be entitled to any claim or claim of lien against Owner for any additional compensation or damages in the event of such termination and payment.

The City shall make final payment within thirty (30) days after the Contractor has fully complied with the provisions of Section 5 and Contractor submits a correct and approved final invoice for the fee that has been agreed to by the Parties.

- 4.2 Any attempt to represent any material and/or service not specifically awarded as being under contract with the City of Goodyear is a violation of the contract and the City of Goodyear Procurement Code. Any such action is subject to the legal and contractual remedies available to the City inclusive of, but not limited to, contract cancellation, suspension and/or debarment of the Contractor.

SECTION 5. RISK OF LOSS AND LIABILITY

- 5.1 **INDEMNIFICATION:** Unless a federal and state statute that expressly prohibits such indemnification, Contractor shall defend, indemnify, save and hold harmless the City of Goodyear, its officials, directors, officers, employees, agents, and representatives (hereinafter referred to as "Indemnatee") at all times after


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the date of this Contract from and against any and all Claims, caused by, relating to, arising out of, or alleged to have resulted from, in whole or in part, any negligent, reckless or intentional acts, errors, fault, mistakes, omissions, work, goods or service of the Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors or any other person for whose acts, errors, fault, mistakes omissions, work, goods or service the Contractor may be legally liable in the performance of this Contract. The Indemnification provided hereunder shall extend to Claims arising out of, or recovered under, Arizona's Workers' Compensation Law or the failure of Contractor to conform to any applicable and appropriate federal, state, or local law, statute, ordinance, rule, regulation or court decree. It is the specific intention of the Parties that the Indemnitee shall, in all instances, except for Claims arising solely from the negligent or willful acts or omissions of the Indemnitee, be indemnified by Contractor from and against any and all Claims. It is agreed that the Contractor will be responsible for primary loss investigation, defense and judgment costs where this indemnification is applicable.

In consideration of the award of this contract, Contractor agrees to waive all rights of subrogation against Indemnitee for Claims arising from the work performed by Contractor, its directors, officers, employees, agents, representatives, or any tier of subcontractors pursuant to this Contract. This indemnification provision shall survive the expiration or earlier termination of this Contract.

For purposes of this Indemnification provision the term Claims shall mean claims, suits, actions, demands, proceedings, losses, settlement payments, disbursements, expenses, and damages of every kind and description (including but not limited to costs, interest, awards, judgments, diminution in value, fines, penalties or other charges, reasonable attorneys' fees, other professionals' fees, court filing fees and costs, arbitration fees, witness fees, and each other fee and cost of investigating and defending, negotiating, appealing or asserting any claim for indemnification under this Contract) (collectively referred to "Litigation Expenses").

- 5.2 **INDEMNIFICATION – PATENT, COPYRIGHT AND TRADEMARK:** The Contractor shall indemnify and hold harmless the City against any liability, including costs and expenses, for infringement of any patent, copyright or trademark or other proprietary rights of any third parties arising out of contract performance or use by the City of materials furnished or Services performed under this Contract. The Contractor agrees upon receipt of notification to promptly assume full responsibility for the defense of any claim, suit or proceeding which is, has been, or may be brought against the City and its agents for alleged infringement, as well as for the alleged unfair competition resulting from similarity in design, trademark or appearance of goods by reason of the use or sale of any goods furnished under this Contract and the Contractor further agrees to indemnify the City against any and all expenses, losses, royalties, profits and damages including courts costs and attorney's fees resulting from the bringing of such suit or proceedings including any settlement or decree of judgment entered therein. The City may be represented by and actively participate through its own counsel in such suit or proceedings, it is so desires. It is expressly agreed by the Contractor that these covenants are irrevocable and perpetual.
- 5.3 **TITLE AND RISK OF LOSS:** The title and risk of loss of material or services shall not pass to the City until the City actually receives and accepts the materials or services at the point of delivery; and such loss, injury or destruction shall not release the Contractor from any obligation hereunder.
- 5.4 **ACCEPTANCE:** All materials or services are subject to final inspection and acceptance by the City. Materials or services failing to conform to the specifications of this Contract shall be held at Contractor's risk and may be returned to the Contractor. If returned, all costs are the responsibility of the Contractor.

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The City may elect to do any or all of the following: a) Waive the non-conformance; b) Stop the work immediately; c) Bring materials into compliance; and/or d) Terminate the Contract and seek all remedies available in law and in equity. This shall be accomplished by a written determination by the City.

5.5 **LOSS OF MATERIALS:** The City does not assume any responsibility, at any time, for the protection of or for the loss of materials, from the execution of this Contract until the final acceptance of the work by the City.

5.6 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE TOTAL BREACH:** Contractor shall deliver conforming materials in each installment of lot of this Contract and may not substitute nonconforming materials and/or services. Delivery of nonconforming materials or a default of any nature, at the option of the City, shall constitute a breach of the Contract as a whole.

5.7 **SHIPMENT UNDER RESERVATION PROHIBITED:** Contractor is not authorized to ship goods or perform services under reservation, and no tender of an invoice or bill of lading will operate as a tender of the goods or services.

5.8 **WORK PERFORMED AT CONTRACTOR'S RISK:** Contractor shall take all precautions reasonably necessary and shall be responsible for the safety of its employees, agents and subcontractors in the performance of the work hereunder and shall utilize all protections reasonably necessary for that purpose. All work shall be done at Contractor's own risk, and Contractor shall be responsible for any loss of or damage to materials, tools, or other articles used or held for use in connection with the work.


5.9 **SAFETY STANDARDS:** All items supplied pursuant to this Contract shall comply with the current applicable Occupational Safety and Health Standards of the State of Arizona Industrial Commission, the National Electric Code, and the National Fire Protection Association Standards.

5.10 **PROJECT STAFFING:** Prior to the start of any Services under this Contract, the Contractor shall submit to the City detailed resumes of key personnel that will be involved in performing Services prescribed in the Contract for review and approval. At any time hereafter that the Contractor desires to change key personnel while performing under the Scope, the Contractor shall submit the qualifications of the new personnel to the City for prior approval. Key personnel include but are not limited to the Contractor's principal-in-charge, project manager, project designer, project architect, system architect, system manager and system engineer.

The Contractor will maintain an adequate and competent staff of qualified persons throughout the performance of this Contract as necessary for acceptable and timely completion of the services. If the City objects, with reasonable cause, to any of the Contractor's staff, the Contractor shall take prompt corrective action and, if required, remove such personnel from the Project and replace them with the new personnel agreed to by the City.

5.11 **SUBCONTRACTORS:** Prior to beginning the work, the Contractor shall furnish the City for approval the names of subcontractors to be used on this Project. Any subsequent changes are subject to the approval of the City.

5.12 **DAMAGE TO CITY PROPERTY:** Contractor shall perform all work so that no damage to any City buildings or property results. Contractor shall repair any damage caused to the satisfaction of the City at no cost to the City. Contractor shall take care to avoid damage to adjacent finished materials that are to

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remain. If finished materials are damaged, Contractor shall repair and finish in a manner which matches existing material as approved by the City at the Contractor's expense.

- 5.13 **FORCE MAJEURE:** Neither Party shall be in default by reason of any failure in performance of this Contract if such failure arises out of causes beyond their reasonable control and without the fault or negligence of said Party including, unforeseeable Acts of God; terrorism or other acts of public enemy; war and epidemics or quarantine restrictions.


If either Party is delayed at any time in the progress of the Work by force majeure, the delayed Party shall notify the other Party in writing of such delay, as soon as is practical, of the commencement thereof and shall specify the causes of such delay in the notice. The notice shall be hand-delivered or mailed certified-return receipt and shall make a specific reference to this provision. The delayed Party shall cause such delay to cease as soon as practicable and shall notify the other party in writing when it has done so. The time of completion shall be extended by contract modification for a period of time equal to the time that results or effects of such delay prevent the delayed Party from performing in accordance with this contract.

SECTION 6. CONTRACT INTERPRETATION

- 6.1 **DISPUTES, GOVERNING LAW, ATTORNEY FEES:** Should any dispute, misunderstanding or conflict arise as to the terms or provisions contained in this Contract, the matter shall first be referred to the City, and the City shall determine the term or provision's true intent and meaning.

This Contract shall be deemed to be made under, shall be construed in accordance with, and shall be governed by the laws of the State of Arizona, without regard to choice of law or conflicts of laws principles thereof. Any action arising out of this Contract shall be commenced and maintained in the Superior Court of the State of Arizona in and for the County of Maricopa. The prevailing Party shall be reimbursed by the other Party for all attorney fees and all costs and expenses, including but not limited to all service of process, filing fees, court and court report costs, investigative costs, and expert witness fees which are incurred in any legal proceeding whatsoever arising out of this Contract, including, bankruptcy, arbitration, declaratory relief or other litigation, including appeals or rehearing.


- 6.2 **PROVISIONS REQUIRED BY LAW:** Each and every provision of law and any clause required by federal, state or local law to be in this Contract shall be read and enforced as though it were included herein and if through mistake or otherwise any such provision is not inserted, or is not correctly inserted, then upon the application of either Party the Contract shall forthwith be physically amended to make such insertion or correction.
- 6.3 **PAROL EVIDENCE:** This Contract is intended by the parties as a final expression of their agreement and is intended also as a complete and exclusive statement of the terms of this agreement. No course of prior dealings between the parties and no usage in trade shall be relevant to contradict, supplement or explain any term used in this Contract.
- 6.4 **SEVERABILITY:** If any provision in this Contract or the application thereof to any person or circumstance shall be invalid, illegal or unenforceable to any extent, the remainder of this Contract and the application thereof shall not be affected and shall be enforceable to the fullest extent permitted by law.

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- 6.5 **CONTRACT ORDER OF PRECEDENCE:** In the event of a conflict in the provisions of the Contract, as accepted by the City and as they may be amended, the following shall prevail in the order set forth below:
1. Special Terms and Conditions
 2. Standard Terms and Conditions
 3. Specifications
 4. Fee Schedule
 5. Attachments
 6. Exhibits
 7. Invitation to Bid, Instructions to Bidders and other documents referenced or included.
- 6.6 **INTEGRATION:** This Contract contains the full agreement of the parties hereto. Any prior or contemporaneous written or oral agreement between the parties regarding the subject matter hereof is merged and superseded hereby.
- 6.7 **INDEPENDENT CONTRACTOR:** Each Party will act in its individual capacity and not as an agent, employee, partner, joint venture, or associate of the other. An employee or agent of one Party shall not be deemed or construed to be the employee or agent of the other for any purpose whatsoever. The Contractor is advised that taxes or Social Security payments will not be withheld from any City payments issued hereunder and that the Contractor should make arrangements to directly pay such expenses, if any.
- 6.8 **NON-WAIVER MONIES DUE:** The City of Goodyear as a public entity supported by tax monies, in execution of its public trust, cannot agree to waive any lawful or legitimate right to recover monies lawfully due it. Therefore, Contractor agrees that it will not insist upon or demand any statement whereby the City agrees to limit in advance or waive any right the City might have to recover actual lawful damages in any court of law under applicable Arizona law.
- 6.9 **AMBIGUITIES NOT HELD AGAINST DRAFTER:** This Contract having been freely and voluntarily negotiated by all parties and the rule of contract construction that ambiguities, if any, in any term or condition of an agreement are held against the drafter of the agreement is not applicable to this Contract.
- 6.10 **NON-WAIVER CONTRACT PROVISION:** The failure of either Party to enforce any of the provisions of this Contract or to require performance of the other Party of any of the provisions hereof shall not be construed to be a waiver of such provisions, nor shall it affect the validity of this Contract or any part thereof, or the right of either Party to thereafter enforce each and every provision.
- 6.11 **COOPERATION AND FURTHER DOCUMENTATION:** The Contractor agrees to provide the City all duly executed documents as shall be reasonably requested by the City to implement the intent of this Contract.

SECTION 7. CONTRACT ADMINISTRATION AND OPERATION

- 7.1 **WORK PRODUCT, EQUIPMENT AND MATERIALS:** All work product, equipment, or materials created or purchased under this Contract are considered the sole property of the City and must be delivered to the City upon termination, abandonment of the Contract or final payment to the Contractor and shall not be used or released by the Contractor without prior authorization from the City. Work product includes, but is not limited to, plans, specifications, cost estimates, tracings, studies, design analyses, original Mylar drawings, computer aided drafting and design (CADD) file, computer disks and/or other electronic records

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and media. Contractor agrees that all materials prepared under this Contract are “works for hire” within the meaning of the copyright laws of the United States and assigns to City all rights and interest Contractor may have in the materials it prepares under this Contract, including any right to derivative use of the materials. Contractor shall place the professional seal of Contractor on all plans and documents prepared in the performance of this Contract.

- 7.2 **CONFIDENTIALITY AND ENCRYPTION:** All data, regardless of form, including originals, images and reproductions, prepared by, obtained by, or transmitted to Contractor in connection with this Contract are confidential, proprietary information owned by the City. Except as specifically provided in this Contract, the Contractor shall not disclose data generated in the performance of the Service to any third person without the prior written consent of the City Manager.

Personal identifying information, financial account information or restricted City information, whether electronic format or hard copy, are considered confidential information and must be secured and protected at all times to avoid unauthorized access. At a minimum Contractor shall ensure that all electronic transmissions of confidential data are encrypted and any cryptographic algorithm implementations used must have been validated by the National Institute of Standards and Technology (NIST). The use of proprietary encryption algorithms will not be allowed for any purpose. The export of encryption technologies is restricted by the U.S. Government.

In the event that data collected or obtained by Contractor in connection with this Contract is believed to have been compromised, Contractor shall notify the City Attorney immediately. Contractor agrees to reimburse the City for any costs incurred by the City to investigate potential breaches of this data and, where applicable, the cost of notifying individuals who may be impacted by the breach.


Contractor agrees that the requirements of this section shall be incorporated into all subcontractor agreements entered into by the Contractor. It is further agreed that a violation of this section shall be deemed to cause irreparable harm and justifies injunctive relief in court. A violation of this section may result in immediate termination of this Contract without further notice. The obligations of Contractor under this section shall survive the termination of this Contract.

- 7.3 **CONFLICT OF INTEREST/THIRD PARTIES:** Contractor shall provide written notice to the City as set forth in this section, of any work or Services performed by the Contractor for third parties that, to the extent that the Contractor is aware, involves or is associated with any real property or personal property owned or leased by the City or which may be adverse to the City. Notice shall be given seven (7) days prior to commencement of the Services by the Contractor for a third party. Written notice and disclosure shall be sent to:

Roric Massey, City Attorney
City of Goodyear
190 N. Litchfield Rd
Goodyear, Arizona 85338

Actions that are considered to be adverse to the City include but are not limited to:

1. Using data acquired in connection with this Contract to assist a third party in pursuing administrative or judicial action against the City;


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2. Testifying or providing evidence on behalf of any third party in connection with an administrative or judicial action against the City; and
3. Using data to produce income for the Contractor, its subcontractors or employees independently of performing the services under this Contract, without the prior written consent of the City.

The Contractor represents that except for those persons, entities and projects identified to the City, the Services to be performed by the Contractor under this Contract are not expected to create an interest with any person, entity, or third party project that is or may be adverse to the interests of the City. The Contractor's failure to provide a written notice and disclosure of the information as set forth in this section shall constitute a material breach of Contract.

- 7.4 **CONFLICT AUDIT:** Within thirty (30) days of being requested to do so, Contractor agrees to provide the City an itemized summary of any and all gifts a Contractor, its directors, officers, managers, employees, agents and/or representatives have made to any City employee during the year prior to the date of the Contract through the date of the request. The summary shall include the date the gift was made, a description of the gift, the City employee(s) that received the gift, and the value of the gift. The summary shall be signed and its truthfulness certified by Contractor. For purposes of this section the terms "Gift" means anything of value that is provided to the employee and includes, by way of example, but not limitation, meals, free use of vacation homes, low interest or no interest loans, tickets to sporting events, tickets to charitable events, entertainment expenses, travel expenses, drinks, and the like. The failure to comply with any request made pursuant to this section and/or the submission of a summary that contains material misrepresentations constitutes grounds for debarment and the refusal to allow Contractor to participate in any future contracts with the City.
- 7.5 **AUDIT OF RECORDS:** Contractor shall retain, and shall contractually require each and every subcontractor that performs any Work under this Contract to retain all books, accounts, reports, files and any and all other records relating to the contract (hereinafter referred to as "Contract Documents") for six (6) years after completion of the Contract. City, upon written request and at reasonable times, shall have the right to review, inspect, audit and copy all Contract Documents of the Contractor and any subcontractors. Contractor shall produce the original Contract Documents at City Hall, currently located at 190 N. Litchfield Road, Goodyear, Arizona, or at such other City facility within the City as designated by the City in writing. If approved by City Attorney in writing, photographs, microphotographs, or other authentic reproductions may be maintained instead of original Contract Documents.
- 7.6 **AUDIT/BILLING AND EXPENSES:** The City reserves the right to request supporting documentation for all hourly amounts, cost of goods and reimbursable expenses charged to the City. Such records will be subject to audit at any time during the term of this Contract and for a period not to exceed two (2) years after any amount is billed. Within thirty (30) days of receiving a request, the Contractor will furnish to the City original invoices to support all charges and complete payroll records to support such hourly labor charges. The City reserves the right to audit any other supporting evidence necessary to substantiate charges related to this Contract, both direct and indirect costs, including overhead allocations if they apply to hourly costs associated with this Contract. If requested by the City, the Contractor will provide supporting records electronically in addition to a hard copy.


If the audit reveals overcharge, the Contractor will reimburse the City upon demand for the amount of such overcharges plus interest thereon from the date paid by the City through the date of reimbursement. If the

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overcharges exceed 5% of Contractor's compensation, then Contractor shall also reimburse the City for the cost of the audit.

The Contractor shall include a similar provision in all of its agreements with subcontractor providing goods and/or services under this Contract to ensure the City, its authorized representative, and/or the appropriate federal agency, has access to the subcontractor records to verify the accuracy of any similar amounts charged to the City.


- 7.7 **ADVERTISING**: Contractor and all subcontractors shall not advertise or publish new releases concerning this Contract, goods or services provided to the City without prior written consent of the City Attorney.
- 7.8 **CITY MARKS**: The Contractor and all subcontractors shall not use any trade name, trademark, service mark, or logo of the City (or any name, mark or logo confusingly similar thereto) in any advertising, promotions, or otherwise, without the City's express prior written consent.
- 7.9 **LICENSES AND PERMITS**: Contractor and all subcontractors shall keep current federal, state, and local licenses and permits required for the operation of the business conducted by the Contractor as applicable to this contract.
- 7.10 **E-VERIFY**: Contractor and all subcontractors warrant compliance with the e-verify statute, A.R.S. § 23-214(A). A breach of this warranty shall be deemed a material breach of this contract, and shall subject this contract to penalties up to and including termination of the contract. The City retains the right to inspect the papers and records of any of Contractor's employees or any subcontractor employees working on the contract to ensure compliance with this requirement. For this section, Contractor shall have the meaning of Contractor as found in A.R.S. § 41-4401, and subcontractor has the same meaning as found in A.R.S. § 41-4401.
- 7.11 **NON-DISCRIMINATION**: Contractor and all subcontractors will not discriminate against any person on the basis of race, color, religion, age, gender, or national origin in the performance of this Contract, and shall comply with the terms and intent of Title VI of the Civil Rights Act of 1964, P.L. 88-354.
- 7.12 **COMPLIANCE**: The Contractor and all subcontractors understand and agree to comply with the Americans with Disabilities Act, the Immigration Reform and Control Act of 1986 and the Drug Free Workplace Act of 1989 as amended. The Contractor agrees to comply with these laws and Arizona Executive Order 2009-09 in performing this Contract and to permit the City to verify such compliance.
- 7.13 **CONTINUATION DURING DISPUTES**: Contractor agrees that notwithstanding the existence of any dispute between the parties, insofar as is possible, under the terms of the contract, the Contractor shall continue to perform the obligations required of the Contractor during the continuation of any such dispute unless enjoined or prohibited by the City or an Arizona Court of competent jurisdiction.
- 7.14 **COOPERATIVE STATEMENT**: This contract shall be for the use of the City of Goodyear. In addition, eligible political subdivisions and nonprofit educational or public health institutions may also participate at their discretion. Any eligible agency may elect to participate (piggyback) on this contract if the Contractor agrees to do so.

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- 7.15 **CAPTIONS**: The captions used herein are for convenience only and are not a part of this Contract and do not in any way limit or amplify the terms and provisions hereof.
- 7.16 **BANKRUPTCY**: This Agreement, at the option of the City, shall be terminable in the case of bankruptcy, voluntary or involuntary, or insolvency of the Contractor.
- 7.17 **CONTINUATION OF SERVICES – ISRAEL**: Contractor certifies that it is not currently engaged in, and agrees for the duration of this Contract that it will not engage in a boycott of Israel, as that term is defined in A.R.S. § 35-393.
- 7.18 **RIGHT OF OFFSET**: The City shall be entitled to offset against any sums due the Contractor, any expenses or costs incurred by the City, or damages assessed by the City concerning the Contractor's non-conforming performance or failure to perform the Contract, including expenses, costs and damages described in the Standard Terms and Conditions.

SECTION 8. CONTRACT CHANGES

- 8.1 **MODIFICATION**: No supplement, modification, or amendment of any term of this Contract will be deemed binding or effective unless in writing and signed by the Parties with authority to do so. This section does not prohibit the City from unilaterally extending the contract term.
- 8.2 **SUCCESSORS AND ASSIGNS**: This Contract is binding on the parties' respective partners, successors, assigns, and legal representatives. Contractor will not assign, sublet, or transfer its right or interest in this Contract nor monies due, in whole or in part, or delegation any duty of Contractor without the prior written consent of the City. Any assignment or delegation made in violation of this section shall be void. In no event does this Contract create any contractual relationship between the City and any third party.
- 8.3 **THIRD PARTY BENEFICIARY**: Nothing under this Contract shall be construed to give any rights or benefits in the Contract to anyone other than the City and the Contractor, and all duties and responsibilities undertaken pursuant to this Contract will be for the sole and exclusive benefit of City and the Contractor, and not for the benefit of any other Party.
- 8.4 **AUTHORIZED CHANGES**: The City reserves the right at any time to make changes in any one or more of the following: (i) specifications; (ii) methods of shipment or packing; (iii) place of delivery; (iv) time of delivery; and/or (v) quantities. If the change causes an increase or decrease in the cost of or the time required for performance, an equitable adjustment may be made in the price or deliver schedule, or both. Any claim for adjustment shall be deemed waived unless asserted in writing within thirty days from the receipt of the change. Prior increases or extensions of delivery time shall not be binding on the City unless evidenced in writing and approved by the City.
- 8.5 **SUBCONTRACTS**: No subcontract shall be entered into by the Contractor with any other party to furnish any of the goods, Service or Work specified herein without the advance written approval of the City.
- 8.6 **CONTINGENT FEES**: Contractor warrants that no person has been employed or retained to solicit or secure this Contract upon an agreement or understanding for a commission, percentage, brokerage, or contingent fee, and that no member of the City Council, or any employee of the City of Goodyear has any interest, financially, or otherwise, in the Contractor's business/firm. For breach or violation of this


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warranty, the City of Goodyear shall have the right to annul this Contract without liability, or at its discretion to deduct from the Contract price or consideration, the full amount of such commission, percentage, brokerage, or contingent fee.

- 8.7 **LIENS:** Contractor shall hold the City harmless from claimants supplying labor or materials to the contractor or subcontractors in the performance of the work required under this Contract.

SECTION 9. **WARRANTY**

- 9.1 **GUARANTEE:** Unless otherwise specified, all items shall be guaranteed for a minimum period of one (1) year from the date of acceptance by the City against defects in material and workmanship. At any time during that period, if a defect should occur in any item that item shall be replaced or repaired by the Contractor at no obligation to the City except where it is shown that the defect was caused solely by misuse of the City.
- 9.2 **QUALITY:** Contractor expressly warrants that all goods and services furnished under this Contract shall conform to the specifications, appropriate standards, and will be new and free from defects in material or workmanship. Contractor warrants that all such goods or services will conform to any statements made on the containers or labels or advertisements for such goods or services, and that any goods will be adequately contained, packaged, marked and labeled. Contractor warrants that all goods and services furnished hereunder will be merchantable, and will be safe and appropriate for the purpose which goods or services of that kind are normally used. If Contractor knows or has reason to know the particular purpose for which City intends to use the goods or services, Contractor warrants that goods and services furnished will conform in all respect to samples. Inspection, test, acceptance of use of the goods or services furnished hereunder shall not affect the Contractor's obligation under this warranty, and such warranties shall survive inspection, test, acceptance and use. Contractor's warranty shall run to City, its successors and assigns.
- 9.3 **RESPONSIBILITY FOR CORRECTION:** Any defects of design, workmanship, or materials that would result in non-compliance with the contract specification shall be fully corrected by the Contractor (including parts, labor, shipping or freight) without cost to the City. This includes any necessary labor to remove, repair, install, or to ship or transport any item to a point of repair and return. It is agreed that the Contractor shall be fully responsible for making any correction, replacement, or modification necessary for specification or legal compliance. Contractor agrees that if the product or service offered does not comply with the foregoing, the City has the right to cancel the purchase at any time with full refund within 30 calendar days after notice of non-compliance and Contractor further agrees to be fully responsible for any consequential damages suffered by the City.
- 9.4 **INVESTIGATION OF CONDITIONS:** The Contractor warrants and agrees familiarity of the work that is required, is satisfied as to the conditions under which it is to perform and enters into this Contract based upon the Contractor's own investigation.
- 9.5 **WORKMANSHIP:** Where not more specifically described in any of the various sections of the specifications, workmanship shall conform to all of the methods and operations of best standards and accepted practices of the trade or trades involved and shall include all items of fabrication, construction or installation regularly furnished or required for completion of the services or goods. All goods and services shall be provided and executed by personnel skilled in their respective lines of work. Contractor warrants


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that all goods and services delivered under this contract shall conform to the specifications of this contract. Additional warranty requirements may be set forth in the Solicitation.

- 9.6 **RIGHT TO INSPECT PLANT:** The City may, at reasonable times, inspect the part of the plant or place of business of a Contractor or subcontractor which is related to the performance of any contract as awarded or to be awarded.
- 9.7 **PREPARATION OF SPECIFICATIONS BY PERSONS OTHER THAN CITY PERSONNEL:** All specifications shall seek to promote overall economy for the purposes intended and encourage competition and not be unduly restrictive in satisfying the City's needs. No person preparing specifications shall receive any direct or indirect benefit from the utilization of specifications, other than fees paid for the preparation of specifications.
- 9.8 **SURVIVAL:** Sections 6, 7, 8, 9, 10 and 11 will survive the completion, termination and/or abandonment of this Contract.
- 9.9 **COMPLIANCE WITH APPLICABLE LAW:** Contractor shall comply with all applicable federal, state and local laws, codes and regulations; including all applicable building regulations, license and permits requirements.

SECTION 10. CITY CONTRACTUAL RIGHTS

- 10.1 **RIGHT OF ASSURANCE:** Whenever the City in good faith has a reason to question the Contractor's intent or ability to perform, the City may demand that the Contractor give written assurance of the intent and ability to perform. In the event that a demand is made and no written assurance is given within five (5) work days, the City may treat this failure as an anticipatory repudiation of this contract.
- 10.2 **NON-EXCLUSIVE REMEDIES:** The rights and remedies of the City under this Contract are non-exclusive.
- 10.3 **DEFAULT IN ONE INSTALLMENT TO CONSTITUTE BREACH:** Each installment or lot of this Contract is dependent on every other installment or lot and a delivery of non-conforming goods or services or a default of any nature under one installment or lot will impair the value of the whole Contract and constitutes a breach of the Contract as a whole.
- 10.4 **TIME IS OF THE ESSENCE:** Time of each of the terms, covenants, and conditions of this Contract is hereby expressly made of the essence. The City is providing services which involve health, safety and welfare of the general public, delivery time is of the essence. Delivery must be made in accordance with the delivery schedule promised by the Contractor.
- 10.5 **NON-EXCLUSIVE CONTRACT:** The City reserves the right to purchase goods or services from another source only when necessary and determined appropriate by the City's Procurement Manager.
- 10.6 **STRICT PERFORMANCE:** Failure of either Party to insist upon the strict performance of any item or condition of the Contract or to exercise or delay the exercise of any right or remedy provided in the Contract, or by law, or the acceptance of materials or services, obligations imposed by this Contract or by law shall not be deemed a waiver of any right of either Party to insist upon the strict performance of the Contract.

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- 10.7 **CONFLICT OF INTEREST:** This Contract is subject to the provisions of A.R.S. § 38-511 and may be canceled by the City, without penalty or further obligation, if any person significantly involved in initiating, negotiating, securing, drafting, or creating the Contract on behalf of the City is, or becomes, an employee, consultant, or agent of Contractor in any capacity with respect to the subject matter of the Contract while the Contract or any extension or amendment thereof, is in effect.
- 10.8 **DEFAULT:** In the case of default by the Contractor, the City may, by written notice, cancel this contract and repurchase from another source and may recover the excess costs by (i) deduction from an unpaid balance due; (ii) collection against the bid and/or performance bond, or (iii) a combination of the aforementioned remedies or other remedies as provided by law.
- 10.9 **NOTICES:** Unless otherwise provided herein, demands under this Contract will be in writing and will be deemed to have been duly given and received either (a) on the date of service if personally delivered to the Party to whom notice is to be given, or (b) on the third day after the date of the postmark of deposit by first class United States mail, registered or certified postage prepaid and properly addressed as follows:

To Contractor:

To City:

Parks and Recreation, Right of Way
Jeremy Figueroa, ROW Superintendent
Goodyear, AZ 85338

Public Works:

Facilities

Martin Hussey, Facilities Management Superintendent
Goodyear, AZ 85338

Water Services

Ryan Penny, Operations Supervisor
Goodyear, AZ 85338


Copy to:

Roric Massey
City of Goodyear, City Attorney
190 N. Litchfield Road
Goodyear, AZ 85338

- 10.10 This Contract shall be in full force and effect only when it has executed by duly authorized City officials and the duly authorized agent of the Contractor.

SECTION 11. CERTIFICATION


- 11.1 By signing on the offer and acceptance page, the individual certifies that they are authorized to sign on behalf of Contractor and further certifies that (a) No collusion or other anti-competitive practices were engaged in to arrive at the terms of this Contract, and that this Contract is subject to the provisions of A.R.S. Section 38-511; (b) The Contractor has not given, offered to give, nor intends to give at any time hereafter any economic opportunity, future employment, gift, loan, gratuity, special discount, trip favor, or service to a public servant in connection with this Contract. Failure to sign the offer, or signing it with a false statement, shall void the submitted offer or any resultant contract, and the Contractor may be debarred.

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SECTION 12. LICENSING, DEBARMENT AND SUSPENSION

- 12.1 Licensing/Permits: Contractor warrants and certifies that Contractor and its Subcontractors will maintain valid licenses, registrations, permits, and other approvals necessary to perform the Services required under this Contract (“Approvals”). Contractor shall immediately advise the City in writing of any change in information provided by Contractor or its subcontractors as it relates to any Approvals. Noncompliance with this provision is a material breach of Contract.
- 12.2 Debarment/Suspension: Contractor warrants and certifies neither Contractor nor any of its subcontractor:
- Are presently debarred, suspended, proposed for debarment, declared ineligible or otherwise legally excluded from contracting with any federal, state or local government entity; and
 - Have not been convicted of or had a civil judgment rendered against them for commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing a public (federal, state or local) transaction or contract; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property within a three (3) year period preceding this Contract;
 - Are not, or have not been, indicted of or otherwise criminally charged by a governmental entity with the commission of fraud or a criminal offense in connection with obtaining, attempting to obtain or performing any public transaction or contract under a public transaction; violation of federal or state anti-trust statutes or commission of embezzlement, theft, forgery, bribery, falsification or destruction of records, making false statements or receiving stolen property, and
 - Have not had one or more public transaction (federal, state or local) terminated for cause or default.
- 12.3 City has no affirmative duty or obligation to confirm or deny the existence or issuance of any Approvals or Debarments, or to examine Contractor’s contracting ability.

END OF STANDARD TERMS AND CONDITIONS


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SECTION 1. TERM OF CONTRACT

1. The initial term of this contract shall be from the date of award, with the option to renew for four (4) additional one-year periods, upon mutual written consent of the parties to the contract, not to exceed five (5) years. The City has no obligation to extend or renew this contract, and any decision to do so is at the sole discretion of the City.

SECTION 2 INSURANCE

- 2.1 Minimum Scope and Limits of Insurance. Contractors shall obtain and maintain in full force and effect during the life of this Contract, and any warranty period, all of the following minimum scope of insurance coverages with an insurance company duly licensed by the State of Arizona with a current A.M. Best Company, Inc rating of not less than A- or above and a category rating of not less than “VIII” with policies and forms satisfactory to the City. Use of alternative insurers requires prior written approval from City.
- 2.2 Commercial General Liability. Commercial General Liability insurance with a limit of not less than \$1,000,000, per occurrence and \$2,000,000 in the aggregate. The policy shall include coverage for premises-operations, products-completed operations, contractual liability, bodily injury, and property damage, but shall not be limited to the liability assumed under the indemnification provisions of this Contract. Coverage shall be at least as broad as Insurance Service Office policy form CG 00 01 07 98 or any replacement thereof, and shall be an occurrence-based policy. The Certificate of Insurance for the Commercial General Liability insurance policy shall expressly cover the indemnification obligations required by this Contract. These limits may be met through a combination of primary and excess liability coverage.
- 2.3 Automobile Liability. Commercial and Business Automobile Liability insurance for owned vehicles, hired, and non-owned vehicles, with a policy limit of not less than \$1,000,000, combined single limits, per occurrence for bodily injury and property damage. Coverage shall be at least as broad as coverage Code 1 “any auto” under Insurance Service Office policy form CA 00 01 10 01 or any replacement thereof.
- 2.4 Umbrella/Excess Liability. Contractor and Subcontractor shall maintain Umbrella and Excess Liability insurance with an limit of not less than \$2,000,000 per occurrence combined limit Bodily Injury and Property Damage, that “follows form” and applies in excess of the Commercial General Liability, Automobile Liability, and Employer’s Liability, as required above. Primary per occurrence coverage may be used to fulfill this requirement.
- 2.5 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 2.6 Notice of Cancellation. Each certificate for each insurance policy required by the insurance provisions of this Contract shall provide the required coverage and shall not be suspended, voided, canceled, or reduced in coverage by endorsement to limits lower than those required by this Contract, except after prior written consent from the City. Notice will be sent as required herein.
- 2.7 Additional Insureds. The Commercial General Liability and Business Automobile Liability policies shall contain or be endorsed to contain the following provision: “The City of Goodyear and its elected and appointed boards, officers, officials, agents, employees, and volunteers are additional insureds with respect to liability arising out of, or related to, activities performed by or on behalf of the Contractor pursuant to its contract with


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the City; products and completed operations of the Contractor; premises owned, occupied or used by the Contractor; automobiles owned, leased, hired, or borrowed by the Contractor.”

- 2.8 Primacy of Coverage. Contractor’s insurance shall apply separately to each insured against whom claim is made or suit is brought, except with respects to the limits of insurer’s liability. Contractor’s policy shall be primary and non-contributory.
- 2.9 Certificates of Insurance/Endorsements. Contractor shall provide City with Certificates of Insurance and proper additional insured endorsements as required by this Contract and as described above, in a form and content approved by City, prior to performing any services under this Contract. The Certificates of Insurance shall be attached hereto and incorporated by reference.
- 2.10 No Representation of Coverage Adequacy. The insurance requirements herein are *minimum requirements*. The City in no way warrants that the minimum requirements are sufficient to protect Contractor from liabilities that might arise out of the performance of the Work under this Contract by Contractor, and the Contractor is free to purchase additional insurance. Any insurance coverage carried by the City or its employees is excess coverage and not contributory coverage to that provided by the Contractor. The amount and type of insurance coverage requirements set forth herein shall in no way be construed as limiting the scope of the indemnification obligations under this Contract.
- 2.11 Non-Waiver. The City reserves the right to review any and all insurance policies and/or an endorsement required by this Contract, but has no obligation to do so. Failure to identify any insurance deficiency shall not relieve the Contractor from, nor be construed or deemed a waiver of its obligation to maintain the required insurance at all times during the performance of this Contract. Any failure of Contractor to comply with the reporting provisions of the policies shall not affect coverage provided to the City, its officers, officials, agents, employees and volunteers.
- 2.12 Notice of Cancellation. Each certificate for each insurance policy required by this Section shall provide the required coverage and shall not be suspended, voided, canceled, reduced in coverage by endorsement to limits lower than those required by this Contract except after prior written consent from the City.
- 2.13 Claim Reporting. Any failure to comply with the claim reporting provisions of the policies or any breach of a policy warranty shall not affect coverage afforded under the policy to protect the City.
- 2.14 Other Contractors or Vendors. Contractor shall ensure its subcontractors and any vendors that may be contracted with in connection with the Project procure and maintain insurance coverage as is appropriate for their particular contract and properly endorse the City as required by this Section.

SECTION 3. OTHER

- 3.1 An original bid bond for ten (10%) of the bid price is required to be submitted with the bid.
- 3.1.1 The Contractor is required to submit with Bid a certified or cashiers’ check, upon a solvent bank, or a surety bond in an amount equal to ten percent (10%) of the base bid price made payable to the City of Goodyear. The bid security shall be given as a guarantee that the Contractor will enter into the Contract if awarded to him; and shall be declared forfeited as liquidated damages if he refuses to enter into the contract upon request to do so by the City. The Bid security other than bid bonds will be returned to the unsuccessful bidders and to the successful bidder upon his execution

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of a satisfactory payment and performance bond, and contract. Failure by the Contractor to submit bid bond shall result in rejection of the Bid as non-responsive.

- 3.2 A performance bond for one hundred (100%) of the Contract price is required at the time of execution of the Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.
- 3.3 A payment bond for one hundred (100%) of the Contract price is required at the time of execution of this Contract and shall meet the requirements of A.R.S., Title 34, as amended, if applicable.

3.3.1 Performance and Payment Bonds. The Contractor is required to provide and pay for performance and payment bonds. Bonds shall cover the faithful performance (100%) of the Contract, and the payment of all obligations (100%) arising thereunder, in such form as the City may prescribe and with such surety or sureties as are approved. The Contractor shall deliver the required bonds to the City not later than the date of execution of the Contract. The Contractor shall require the attorney in fact who executes the required bonds on behalf of the surety to affix thereto a certified and current copy of his power-of-attorney indicating the monetary limit of such power. The surety bonds shall be executed solely by a company or companies holding a certificate of authority to transact surety business in the State of Arizona issued by the Director of the Department of Insurance pursuant to Arizona Revised Statutes, Title 20, Chapter 2, Article 1. The bond amounts shall be for one hundred percent (100%) of the Contract amount plus any authorized Change Orders added to the Contract, of which notice to the surety shall be waived. The bonds shall not be executed by an individual surety or sureties.

SECTION 4 OTHER


4.1 Deficiencies

Failure to correct areas identified as deficient by the City within the limits of this correction time limit schedule may result in cause for termination of the contract in accordance with provisions of this document unless written extensions have been authorized.

Correction Time Limit Schedule

Water & Sprinkler Repair*	2 Working Days
Weed Control	3 Working Days
Cleaning	2 Working Days
Fertilization	5 Working Days
Trimming	3 Working Days
Pruning	5 Working Days
Hazard Removal (sight obstruction)*	1 Working Day
Replanting	5 Working Days
Dead Plant Removal & Replacement	5 Working Days
Total Neglect of Area*	1 Working Day


The items denoted with an asterisk are considered serious deficiencies. If after the second inspection the respective contract administrator or his/her designee finds deficiencies, a **\$250.00 re-inspection fee** will be assessed for each item found in this condition. If repeat deficiencies are noted for the same City specific area within a thirty (30) day time frame, this condition will be construed as a serious deficiency and the re-inspection fees will be doubled to \$500.00 and assessed.

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Accumulated re-inspection fees will be deducted from the Contractor's monthly payments.

If multiple deficiencies or re-inspection charges are evident, the respective contract administrator or his/her designee may require a weekly status report for each site each week. This report would provide indicating conditions such as tree plant health, irrigation status, pest treatments, chemical applications, or any other relevant information to the site.

- 4.2 Registrar of Contractors. At a minimum, Contractors must be licensed with the Arizona Registrar of Contractors at the time of bid submittal. License must be active and in good standing. Contractor agrees to provide copies of all license(s) at time of bid submittal and at any time during the Contract Term.
- 4.3 Dust Control. Contractor must adhere to all necessary Maricopa County dust control laws and regulations and seek clarification when necessary regarding permitting.

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1 SCOPE OF WORK

The City of Goodyear (“City”) invites your firm to submit an offer in accordance with this solicitation for Landscape Services for various city’s locations. The successful Contractor shall provide all labor and equipment to maintain areas specified in this solicitation.

2. DESCRIPTION OF SERVICES

2.1 This contract shall consist of the City being provided with landscape, tree and irrigation maintenance services.

2.2 The purpose of the landscape services is to provide the City with safe and aesthetically pleasing landscaped property that:

- Allows the best visible plant conditions to be displayed
- Maintains all plant material in a healthy and vigorous condition
- Eliminates pedestrian and vehicular hazards, and
- Is kept free of weeds, trash, and plant debris

3. GENERAL REQUIREMENTS

Contractor shall provide all supervision, labor, equipment, tools, skills, transportation, materials, services and disposal fees required for the performance of each of the work items described in the Scope of Work. The unit price on the Fee Schedule shall be all-inclusive and shall include all of the foregoing items needed to perform and complete described in the Scope of Work.

The Contractor shall have at least five (5) years of experience providing similar services, preferably with municipalities. Experience working with other landscape companies and HOAs is preferable. Experience working with irrigation systems that are shared is also preferable.

4. LICENSES


Contractor shall submit with their bid, copies of current local, state and federal licenses. All licenses must remain current throughout the term of the contract. This includes certificates for chemical application.

5. PESTICIDE CONTROL

A Certified Arborist and Chemical Applicator/Pesticide Control Operator (PCO) must be on site and either on staff or under contract to the Contractor. Licenses and credentials of these specialists are to be submitted with bid. The cost of such specialists, if provided under subcontract rather than on staff, shall be borne by the Contractor as part of the all-inclusive contract amount and those charges shall not be billed to the City. If a subcontractor is used, its licenses and professional qualifications and insurance certificates must also be submitted with the bid.

6. SITE INSPECTION

Contractor must visit the site(s) and familiarize themselves with any conditions which may affect performance and bid pricing. Submission of a bid will be prima facie evidence that the Contractor made a site inspection and is aware of all conditions affecting performance and bid pricing. Contact the Right of Way (ROW) Superintendent or his/her designee to arrange the inspection.

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7. MATERIALS

Any materials required to successfully perform the duties of this contract, but are not stipulated in the contract shall be approved by the respective contract administrator or his/her designee prior to purchase. Contractor must provide invoices as proof of purchase to contract administrator before reimbursement will be made.

7.1 All materials, chemicals, fertilizers and insecticides used in the work must be approved in writing by the respective contract administrator or his/her designee prior to application. The Contractor shall submit a list of products and copies of the Safety Data Sheets (SDS) to the City of Goodyear before their use.

7.2 The City retains the right to make direct purchases of all materials and to make them available to the Contractor for use in fulfilling the terms of this agreement.

7.3 The City shall furnish all water. A water meter will be provided, when needed. Where approved, recycled (wastewater effluent) water may be provided.

7.4 The Contractor will be provided one set of keys for City locks. There will be a \$50.00 charge for any replacement keys.

8. CONTRACTOR/CITY COMMUNICATION

8.1 City Contact: The City's point of contact will be the respective contract administrator or his/her designee or authorized representative, in all matters pertaining to the performance of this contract. Contractor shall provide the City with weekly written reports, seasonal irrigation schedules and tree and shrub trimming schedules. Weekly reports shall include: Site name, description of activities that took place, general description of the health and vigor of the plant material, identify any specific landscape concerns including irrigation leaks/problems, weeds, plants health, rodent or insect problems and corrective action plan.

8.2 Field Supervisor: The Contractor shall have a field supervisor available during working hours for the coordination with the City. The Contractor shall provide a cell phone to the Contractor's Field Supervisor to enhance 24-hour communication between City and Contractor's field representative.


8.3 Crews shall have an English speaking Supervisor on site at all times. Supervisor will check in daily with City of Goodyear representative to pick up any work orders and keep City Goodyear representatives aware of any landscape issues requiring the City's attention.

8.4 Contractor shall be available to attend scheduled meetings requested by the City. Contractor will be notified at least 24 hours in advance when attendance is required.

8.5 Contractor shall provide 24 hour emergency service, seven (7) days per week. Emergency contact information shall be included with offer.

9. PERSONNEL

The Contractor shall provide adequately experienced personnel capable of and devoted to the successful accomplishment of work to be performed under this contract. The Contractor must agree to assign specific individuals to the key positions.

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9.1 The Contractor agrees that once assigned to work under this contract, key personnel shall not be removed or replaced without written notice to the City.

9.2 If key personnel are not available for work under this contract for a continuous period exceeding thirty (30) days calendar days, or are expected to devote substantially less effort to the work than initially anticipated, the Contractor shall immediately notify the City and shall, subject to the concurrence of the City, replace each employee with personnel of equal ability and qualifications.

10. TRAFFIC REGULATIONS

10.1 All traffic affected by this maintenance shall be regulated in accordance with the Manual of Uniform Traffic Control Devices (MUTCD) as supplemented by the City of Phoenix “Traffic Barricade Manual”, MAG Uniform Standard Specifications and City of Goodyear Ordinance 16-1329 for closure or blockage of a public right-of-way. The following traffic restrictions are minimum requirements throughout the maintenance period:

10.1.1 All Traffic restrictions listed herein are to supplement the City of Phoenix “Traffic Barricade Manual” and are not intended to delete any part of the manual. All references in the “Traffic Barricade Manual” to “arterial” and/or “collector” streets shall mean “arterial and/or major arterial” streets and are referred to as “major” streets in the following sections of this contract.


10.1.2 A minimum of two travel lanes (one for each direction) shall be maintained open to traffic at all times on all major streets. All work that enters or crosses a major street must be done at times other than 6:00 am to 8:30 am and 4:00 pm to 7:00 pm.

10.1.3 A travel lane shall be defined as twelve (12) feet of roadway with a safe motor vehicle operating speed of twenty-five (25) miles per hour.

10.1.4 The Contractor shall provide and maintain all necessary traffic controls and **must** provide flashing arrow boards to protect and guide traffic for all work in the work area.

10.1.5 Intersection area shall be defined as all of the area within the right-of-way of intersecting streets, plus three hundred (300) feet beyond the center of the intersected streets on all legs of the intersection.

10.1.6 The Contractor shall be required to provide a uniformed off-duty Goodyear police officer to assist with traffic control whenever traffic in any one direction is restricted at a signalized major intersection or at other locations if it should become necessary in the opinion of the respective contract administrator. During activities that do not restrict a major signalized intersection, police officer assisted traffic control is not required. If the Contractor chooses to use a police officer at other locations during peak traffic hours or to assist with his other traffic control operations, the cost shall be included in the lump sum for “Traffic Control” and not paid out of the hours allowed for “Off Duty Goodyear Police Officer”. All requests for off-duty officers will be made through the Goodyear Police Department, Off-Duty Work Administrator. The Contractor must provide evidence of Workmen’s Compensation coverage before any officer will be permitted to work. Measurement for payment of the uniformed Off-Duty Goodyear Police Officer hours will be

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made by the actual number of man-hours used for traffic control at signalized major intersections or as approved by the respective contract administrator. Because the quantity of hours is dependent on the Contractor's schedule of activities, the unit price bid for this item will be administered as a contingency bid item and any adjustment in hours will not be subject to the 20 percent limitation. Payment for the off-duty Goodyear Police Officer will be made at the unit price per hour for OFF DUTY GOODYEAR POLICE OFFICER and shall include the net hourly rate of \$40.00 per police officer with a four (4) hour minimum and \$5 per hour for a police vehicle. The net hourly rate shall be increased to include withholding for Federal, State, FICA, Medicare, Workmen's Compensation insurance and any payroll administrative costs.

10.1.7 The Contractor shall prepare a traffic control plan for the project and submit it to the City Engineering Department for review and approval at least seven (7) working days before the pre-work conference. The traffic control plan shall include flashing arrow boards, barricades and signs, and shall address how local access to adjacent properties will be handled in accordance with the specifications herein. Any changes to the traffic control plan during work shall be submitted to the City Engineering Department for approval at least seventy-two (72) hours before implementation.

10.1.8 It is the City's desire to maintain one lane of traffic in each direction on minor streets whenever possible. Should it become imperative for the Contractor to close off a portion of any minor street or reduce the travel way to a single lane, Contractor must obtain approval from the City Engineering Department twenty-four (24) hours prior to implementing a traffic control change. Contractor must provide all the necessary signs to detour traffic and/or flagmen to control traffic for a single lane. The maximum amount of time that the street may be closed is from 9:00 am until 4:00 pm.

11. DRIVER'S LICENSES

Employees driving the Contractor's vehicles shall at all times possess and carry a valid Vehicle Operator's License issued by the State of Arizona.

12. EQUIPMENT


12.1 The Contractor shall provide and maintain during the entire period of this contract, equipment sufficient in number, condition and capacity to efficiently perform the work and render the services required by this contract. This excludes boom trucks or hoists to prune plant or repair mature trees, if subcontractors are used to perform the work.

12.2 All vehicles must be maintained in good repair, appearance and sanitary conditions at all times. The City reserves the right to inspect the Contractor's vehicles at any time to ascertain said condition. The Contractor shall submit with its bid a list identifying all equipment to be used in fulfilling this contract and notify the City of any additions or deletions.

12.3 All vehicles used by the Contractor must be clearly identified with the name of the company, address of local office and phone number of local office on each side of the equipment, including personal transportation vehicles. The letters shall be of such size that they are distinguishable from a reasonable distance.

13. DISPOSAL

The Contractor shall provide for the legal disposal of all waste products, debris, etc., and shall make necessary arrangements for such disposal.

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14. VANDALISM

All cases of vandalism as it applies to the execution of the scope of this contract shall be reported to the City when discovered.

15. CONTRACTOR'S EMPLOYEES

15.1 Contractor's employees shall be required to wear a clean uniform bearing the Contractor's name. Employees who normally regularly come into direct contact with the public shall bear some means of individual identification, such as a name tag or company's individual identification.

15.2 Contractor's employees, officers, and subcontractors shall not identify themselves as being employees of the City. Employees shall conduct themselves in such a manner as to avoid embarrassment to the City and shall be courteous to the public.

16. SUBCONTRACTORS

If the Contractor intends to subcontract any portion of this contract, the complete identity of the subcontractor(s) shall be submitted with the bid. If it is determined that a subcontract will be needed at any time, the identity of the subcontractor shall be provided to the respective contract administrator or his/her designee and use of the subcontractor must be approved before work begins. No more than 50% of the value of the work may be subcontracted, per MAG Specifications, Section 108.2

17. QUALIFICATIONS OF BIDDER

Bidder shall be a licensed landscape contractor at the time of bid submittal. Contractor shall be licensed by the Registrar of Contractors and licensed by the State of Arizona Structural Pest Control Commission or obtain licensed subcontractors for the application of pesticides and herbicide products. All chemical application must be performed by applicators certified through the State Structural Pest Control Commission. Bidders shall submit copies of their licenses with their offer.

18. BUSINESS HOURS

18.1 Normal business hours are generally from 6:30 am to 3:30 pm, Monday through Friday, with the exception of declared holidays including: Memorial Day, Independence Day, Labor Day, Thanksgiving Day, Christmas Day and New Year's Day. When the holiday named falls on a Sunday, it shall be observed on the preceding Monday and when a holiday named falls on a Saturday, it shall be observed on the preceding Friday.

18.2 During the week of a holiday, the Contractor shall adjust their weekly schedule so as to return to the normal weekly schedule the following week.

18.3 All work shall comply with the City ordinances. Work performed during non-business hours shall be on an emergency basis only and must be approved in advance by the City.


19. ACCEPTANCE

All work specified shall be completed under the direction of and to the satisfaction of the respective contract administrator or his/her designee.

20. ADDITIONS AND DELETIONS

20.1 The City retains the right to delete or add maintenance areas and items throughout the duration to this contract.

20.2 Charges for areas or items deleted will be dropped from the monthly billing. The City may delete an item or area at any time and will prorate charges for services already performed.

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20.3 Charges for maintenance items or areas added to this contract are subject to the approval of the respective contract administrator or his/her designee.

21. CONTROL

21.1 The Contractor shall establish a complete quality control program to assure the requirements of the contract are provided as specified. One copy of the Contractor's quality control program shall be provided to the respective contract administrator or his/her designee at the time of notice of the award of the contract.

21.2 The respective contract administrator or his/her designee will approve or disapprove the Contractor's quality control program within ten (10) working days of submittal. The Contractor must have an approved program before work begins.

22. SITE INSPECTION

22.1 Prior to beginning any contracted work, the City and Contractor shall inspect each site together to identify the condition of the existing plant material and irrigation system. The purpose of this initial Site Inspection is to identify any concerns regarding their current health or condition and to establish a baseline health of the specific site landscapes that the Contractor shall maintain throughout the duration of the contract. The Contractor shall notify the respective contract administrator or his/her designee of any decline in the baseline established for each City site and identify corrective action based on sound ornamental horticulture management practices.

22.2 The City will complete monthly audits to review individual site status and notify the Contractor of corrective tasks or the City and Contractor shall inspect each City site monthly to review the status.

22.3 The Contractor shall monitor landscape sites, irrigation systems, schedule crews, check completed work, and complete required paperwork. The City will not schedule or directly control crews.

23. QUALITY ASSURANCE

The respective contract administrator or his/her designee will monitor the Contractor performance by establishing on site monthly reviews of the specific site landscape using the Scope of Work section of this contract as a guide. In the event of a contract deficiency identified by the City the Contractor shall be required to explain in writing why the deficiency occurred, how performance will be returned to an acceptable level and how recurrence of the contract deficiency will be prevented in the future. The Contractor will not be paid for contract deficiencies or services unsatisfactorily rendered in accordance with the standards set forth in this contract. All contract deficiencies and unsatisfactorily performed work shall be corrected by the Contractor at the Contractor's own expense.

24. SPECIALIZED HORTICULTURAL MAINTENANCE SCHEDULING AND NOTIFICATION

The Contractor shall notify the respective contract administrator or his/her designee, in writing, at least two (2) weeks prior to the date of all Specialized Horticultural Maintenance operations including:

24.1 Fertilization

24.2 Soil amendment and conditioning

24.3 Chemical and pest control

24.4 Other items as determined by the respective contract administrator

25. CONDITIONS OF LANDSCAPE AT BEGINNING OF CONTRACT

25.1 Upon receiving official notification that a contract has been approved, the Contractor and the City shall inspect the area and identify any conditions that would prevent or adversely affect the Contractor's ability to execute the contract of maintaining the health of the specific site landscapes. The Contractor



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shall report to the City specific deficiencies found at each contract area. The City will review and working with the Contractor establish the site specific baseline landscape health prior to starting routine maintenance.

- 25.2 The City may authorize the Contractor to make extra cost repairs or may determine that the items listed represent normal conditions expected during the contract period.
- 25.3 All requests for extra work must be submitted to the City for approval in writing before proceeding with the work. The determination and disposition of all items listed shall be made by the City. The City's decision shall be final and binding upon the Contractor.
- 25.4 All repairs to pre-existing conditions deemed necessary and authorized by the City shall be made prior to the start of normal maintenance of the identified areas:

25.4.1 Material (Trees, Shrubs, and Groundcovers) **The Contractor shall be responsible for maintaining the site specific landscape health. Damage, decline or destruction of trees, shrubs, lawns or groundcovers for the duration of this contract without prior written notification to the respective contract administrator or his/her designee that identified previous concern shall be replaced in kind (in species and size) by the Contractor at their expense.**

26. CONDITIONS OF LANDSCAPE AT THE END OF CONTRACT

Four (4) weeks prior to this contract being completed, the City and the Contractor shall make a final inspection to determine the condition of all landscape areas. Items found to be improperly maintained by the outgoing Contractor will be identified by the City for resolution by the contractor. If corrective action is not taken by the Contractor, the City shall arrange for repairs to be made and the cost of making repairs to the areas shall be deducted from final payments made to the outgoing Contractor. The same shall apply even if the current (outgoing) Contractor has been awarded a new contract for the same services.

27. SCHEDULE OF PAYMENTS

27.1 Work Order


Any work beyond the scope of the contract shall only be performed and paid via an approved Work Order or Quote authorized by the City of Goodyear.

27.2 Invoices

The Contractor shall provide itemized invoices for the work completed that includes identifying the City site location(s) and a description of the work completed. The City shall pay the Contractor as agreed to in the contract. Payment shall be made monthly on the basis of invoices submitted or as agreed to in the contract.

27.3 Deductions to Payments Due

If the Contractor fails to perform the work in accordance with this contract or the work performed is unsatisfactory, the city may hold part or all payments due to the Contractor as determined by the City. If the Contractor has not taken action to correct the deficiency within the time listed below ("Correction Time Limit Schedule"), the City may withhold all payments for the areas affected until corrective action has been satisfactorily made after which payment shall be released for work satisfactorily completed. The City will not pay for deficient or unsatisfactory work performed by the Contractor.

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28. LANDSCAPE MAINTENANCE SERVICES

28.1 Standards

The specifications listed below are the minimum requirements and are intended to govern, in general, the requirements desired. The City of Goodyear reserves the right to evaluate variations from these specifications.

28.2 Responsibility

The Contractor shall be responsible for damage to or destruction of trees, shrubs, groundcovers, and succulents resulting from his performance in accomplishing the scope of the contract. Contractor shall not be responsible for damage to or destruction of plant material that is the result of vandalism or damage caused by others.

28.3 Replacement

Contractor shall replace, at his expense, plant material damaged or destroyed as a result of his service including the replacement of plants that die from “root shock”, lack of water or care within five (5) days. All replacement plants furnished by the Contractor shall be equal in size, species and quality to the original plant which it replaces. All plant replacements made by the Contractor shall be subject to a sixty (60) day plant establishment and guarantee period whereby any plant replacements which are not in a healthy growing condition will be replaced including planting and labor at no additional cost to the City.

Contractor shall replace plant material damaged or destroyed as a result of vandalism or other causes beyond the control of the Contractor at the request of the City and will be reimbursed for labor at the “Rate per Hour” indicated in the Fee Schedule of this solicitation. The City reserves the right to determine what should be replaced. The City reserves the right to provide the replacement material at no cost to Contractor. The Contractor shall immediately notify the respective contract administrator or his/her designee of any badly stressed or damaged plant material.

All plant material replacements to be made by the Contractor must be approved by the respective contract administrator or his/ her designee prior to replacement and the cost liability for replacement will be determined at that time. The City will be the sole judge as to whether treatment or removal and replacement is required.

All tree removal shall be approved by the City in writing before the Contractor begins any work. The Contractor shall submit a report of all areas where trees have to be removed. When a tree has been removed the stump will be ground down or cut back 4-6 inches below grade. All irrigation lines will be capped off.

28.4 Replacement Log

The replacement log for the removal of trees shall include information on:

- 28.4.1 Area/Location
- 28.4.2 Removal date
- 28.4.3 Tree type
- 28.4.4 Approximate height and diameter
- 28.4.5 Reason for removal



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28.5 Notification of Disease

Contractor shall immediately notify the respective contract administrator or his/her designee of any disease or pest infestations that may result in the destruction of plant material. In the event the disease or pest infestation resulted from improper plant maintenance (See Section 4, Pest and Insect Control), Contractor will be responsible for all plant material and labor costs required to restore the plant material to its original condition.

All frost-killed or damaged wood and or plant material will be removed in the spring after new growth begins or as agreed upon by the respective contract administrator.

28.6 Staking

Contractor will keep all trees that are staked at the beginning of the contract and any trees replaced during the contract period, staked according to the City of Goodyear Design Standard Details (G-3610-1, 2, 3) and specifications for tree staking <http://www.goodyearaz.gov/home/showdocument?id=10349>. Additionally, as trees mature stakes will need to be removed for the health of the tree. When trees are able to be supported on their own, without the use of tree stakes then all tree stakes and staking materials shall be removed. The removal of these unnecessary tree stakes are to increase trunk taper and reduce girdling injury caused by tree staking materials.

Immediately after wind storms, Contractor shall prune, re-stake or remove trees (less than 30 feet high) as required at no additional charge to the City. Trees in excess of 30 feet in height will be dealt with on an individual basis.

28.7 Pruning and Trimming


28.7.1 Pruning standards shall follow the ISA Western Chapter Pruning Standards for correct pruning.

28.7.2 All trees including palm trees shall be pruned by approved methods to maintain a fourteen (14) foot clearance of major streets of all tree branches and a nine (9) foot clearance of sidewalks of all tree branches. Pole saws and pruners are approved for this work.

28.7.3 Pruning shall be performed in such a way that plant material does not obscure traffic signs or create a visibility obstruction to vehicular traffic. The City shall reserve the right to determine when plant material creates a visibility or signage obstruction.

28.7.4 Contractor shall prune all shrubs and groundcovers in an acceptable and methodical manner i.e., selective pruning in keeping with good horticultural practices. Trimming of all shrubs and groundcovers shall be limited to containment of vegetative growth to the inside edge of curb lines, sidewalks (if any) and a maximum of 24 inches above height of grade (street surface) for shrubs within the sight distance triangle. Pruning shall also include the removal of dead, dying, diseased and broken portions. Plant material behind the sidewalks shall be trimmed from three feet (3') to Five Feet (5') height. Plant material from curb to sidewalk shall be trimmed eighteen inches (18") to three feet (3') height except groundcover. Plant material shall be provided by the City unless the Contractor kills the existing plant through negligence.

28.7.5 Shrubs in masses in continuous areas will be pruned to be consistent in height. Height of trimming will be determined by the City. Plant material shall not be trimmed such that the natural growth pattern or plant species characteristics are significantly altered. Rejuvenation


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pruning of plant material shall take place bi-annually, fall and spring. The City reserves the right to determine when trimming on plant material is appropriate.

- 28.7.6 Pruning, elevating and shaping of trees shall be limited to small trees regardless of what their anticipated mature height may be. Pole saws and pruners should be used to meet height requirements as specified in 2 (a) of this contract. Pruning shall be performed following the accepted proper pruning practices, no stubs. Pruning is defined as cutting to a tree shape, thinning or change the directions of the new growth. This would include crown cleaning, crown thinning, crown reduction, crown rejuvenation and crown raising. Trimming is cutting to remove a hazard or a sight obstruction.
- 28.7.7 The Contractor shall have good quality and appropriate hand tools available at all times. The Contractor shall keep his tools in a clean, operable and sharp condition and be sterilized periodically. If a disease infection is suspected or known within a certain plant(s), the Contractor shall sterilize his cutting tools between each cut. All branches and clippings shall be removed from the site at the completion of each workday.
- 28.7.8 All trees shall be pruned yearly, but may require additional trimming throughout the year so they do not become a hazard. Palm trees regardless of height shall be trimmed yearly. The yearly trimming schedule will be determined by the growth of the newly emerging seed pod of the palm trees. The average trimming dates are mid-May to August. Skinning of palm trees on a cost per foot per year will occur as determined and designated by the respective contract administrator or his/her designee. Palm trees shall be trimmed the 10 and 2 o'clock hand positions and shall not be lower than 9 and 3 o'clock hand positions. The Contractor will be responsible for removing any and all damaged palm fronds hanging due to the trimming process and legally disposing off site.
- 28.7.9 An ISA Certified Arborist or Certified Tree Worker must be available to train, oversee and supervise all pruning of trees.
- 28.7.10 Contractor shall submit a per unit price for the pruning large canopy trees. The scheduled pruning of these large canopy trees shall be determined by the respective contract administrator or his/her designee prior to pruning. All canopy trees will be pruned a minimum of once per year as directed by the respective contract administrator at the per unit price.

28.8 Pest and Insect Control-

- 28.8.1 Contractor shall take normal precautions and institute proper procedure for the control of insects, pests or diseases and shall be responsible for all damages resulting from improper procedures or the failure to take normal precautions to control insects, pests and diseases.
- 28.8.2 Contractor shall submit a list of proposed chemicals to the City for approval. Any deviation from the approval list without prior written approval may be grounds for contract termination.
- 28.8.3 Contractor shall be responsible for any adverse effects or death of plant material, including soil sterilization, runoff and drift onto adjacent properties caused by the application of chemicals. Contractor shall make all repairs or replacements due to the application of chemicals at his own expense.

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28.8.4 Contractor shall control gophers and other pests which burrow, crawl, fly, nest or otherwise reside on the City of Goodyear locations. It shall be the Contractor's responsibility to determine the legal method of control and to execute action as appropriate.

28.8.5 Contractor shall furnish all chemicals, rodenticides, insecticides, equipment and labor necessary to provide pest control at various City of Goodyear locations listed. Service shall include eradication and control of all pest and insects.

28.8.6 Pesticides shall be used in strict conformance with the manufacturer's instructions as they appear on the label, or approved by the Arizona Structural Pest Control Commission. Pesticide(s) shall be kept under lock and key, not left unattended and no pesticide will be stored on the premises of the City of Goodyear buildings or grounds.

28.8.7 Product names, formulas and antidotes covering chemicals and pesticides to be used under this contract shall be maintained by the Contractor for quick reference. SDS shall be on file at all times. A chemical spray log shall be kept indicating all spraying performed for this contract.

28.8.8 All chemicals and pesticides used must have Environmental protection agency registration and State Chemist approval.

28.8.9 Materials, techniques and processes shall fully comply with all applicable Federal, State and local laws, regulations, standards and ordinances pertaining to health, safety and environmental protection. Failure to comply may be sufficient grounds for immediate termination of the contract.

28.8.10 The Contractor performing the required pest, insect and disease control services shall be licensed by the state of Arizona to perform the required services as approved by the State of Arizona Structural Pest Control Board. All herbicide and pesticide applicators must be certified by the Arizona Structural Pest Control Board.


28.8.11 The City expressly reserves the right to require additional service at no added cost should pest infestation or problems be experienced during the interim between the treatments. Additional inspections and service shall be completed by the Contractor within four (4) working days after notification.

28.9 **Weed Control**

28.9.1 Areas consisting of river rock, pea gravel, decomposed granite, and bare earth in planting areas and areas with pavers, shall be kept free of grass and weeds at all times. It is the Contractor's responsibility to insure this is accomplished.

28.9.2 If weeding is not performed as required in this contract, the City will consider the affected areas unsatisfactory and appropriate action will be taken.

28.9.3 Pre-Emergence Herbicide Application-Apply brand Pendulum or another City approved pre-emergence herbicide to all non-turf and open areas in accordance with all City, State and Federal requirements per label instructions; one (1) fall application (November) and one (1) spring application (June). Before application, areas shall be free from weeds. Schedule of pre-emergent applications shall be submitted to the respective contract administrator or his/her

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designee at least five (5) working days prior to application. Failure to submit schedule as prescribed may be grounds for termination of contract.

- 28.9.4 Post Emergent Weed Control-All weeds shall be controlled by chemical means before reaching three (3) inches high. Weeds are not to be controlled by mechanical means (hoeing). **Summer-**Weeds to be controlled by the use of City approved post-emergent herbicide (Eraser, Round-Up, etc.) in accordance with all City, State and Federal requirements and per label instructions. **Winter-**Weeds in the granite area shall be controlled by Diaquat.

- 28.9.5 No soil sterilants of any type shall be used.

28.10 **Cleaning**

Cleaning shall include, but is not limited to removal of trash such as paper, cans, bottles, dried or dead plants or parts of plants (leaves, pods, fronds, branches, etc.), accumulated in contracted areas as a result of littering, wind or rain storms, on a cycle not to exceed fourteen (14) days. This is to include sidewalks, bike paths medians adjacent to planted areas and medians in the middle of streets, in addition facility walkways, patio areas, entry areas to sites/facilities, outside covered areas around and up to the facilities. Bare earth areas and areas dressed with decomposed granite will be raked every month (30 days). Excessive erosion, traffic damage, or vandalism may be repaired at extra cost, at the discretion of the respective contract administrator or his/her designee. All materials collected shall be disposed of by the Contractor and in accordance with all City, State and Federal requirements.

Debris shall be taken to an appropriate landfill for final disposal the same day. The Contractor shall be solely responsible for any disposal fee (dumping fees).

28.11 **Granite Maintenance**

The Contractor is responsible for raking all granite to areas creating a “fresh” appearance. This is done to fill in areas of erosion and where granite is missing or thin.


28.12 **Fertilization**

All plants shall be observed for signs of nutrient deficiencies and treated to correct deficiencies throughout the year. Such corrective actions shall be at the Contractor’s cost.

28.13 **Irrigation Maintenance**

- 28.13.1 The City shall furnish all water.


- 28.13.2 The Contractor is responsible to see that all plant materials owned by the City, which are either planted within contract boundaries or under the Contractor’s care at other locations, receive the proper amount of water to maintain health and vigor. This applies regardless of the method of payment applicable for care of specific plant material. If special watering is needed for any area, it is the responsibility of the Contractor to bring it to the City’s attention in writing. Plant materials that are damaged due to lack of water or over watering (when Contractor has control), shall be replaced or returned to health at the Contractor’s expense. Replacement and plant recovery procedures shall be submitted by the Contractor for City approval.

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- 28.13.3 When watering, the Contractor shall not water to a point of runoff. If runoff is occurring, adjustments of the watering schedule, change of irrigation sprinkler heads or emitters or use of a City approved wetting agent may be necessary.
- 28.13.4 For efficient use of water, the guidelines below should be followed unless the Contractor can justify to the City's satisfaction deviations from the guidelines:
- 28.13.4.1 Adjustments must be made to maintain growth at the desired rate and changed according to weather.
- 28.13.4.2 Sprinkling between 10:00PM and 6:00AM is preferred but other hours may be approved by the City if necessary.
- 28.13.4.3 Sprinkling after 6:00AM must be drip only and can run until 12:00PM approved by the City.
- 28.13.5 All the sprinkler systems shall be operated at an appropriate seasonal frequency using the least amount of water necessary to maintain growth, health and vigor of all landscape materials.
- 28.13.6 When sprinkler systems are out of service the Contractor is required to water by hand or by other means in accordance with plant needs and it shall be considered routine work. The Contractor shall provide written notification to the City in the event of a water system failure due to electric supply and/or water supply from the City's main lines.
- 28.13.7 The Contractor shall maintain a log of current sprinkler timing. A copy of the log shall be maintained at the site and properly protected from the weather. The log shall include, but not be limited to the following items:
- 28.13.7.1 Program number
- 28.13.7.2 Station number
- 28.13.7.3 Station description information
- 28.13.8 Some manual systems will be watered by the Contractor based upon the required rate and frequency necessary for the season and to maintain healthy plant material.
- 28.13.9 All areas shall be capped off where plant material has been removed.
- 28.13.10 Facility Sites only- After maintenance of an area is completed, turn on sprinkler/watering system to check for leaks or issues.

28.14 **Sprinkler Maintenance**

- 28.14.1 Sprinkler systems shall be maintained so that all components features are operating as designed. Pumps, backflow prevention units, chemical injectors, controllers, valves, pressure regulators, filters, water lines, sprinklers, bubblers, multi-ports and drip emitters, shall be checked on a bi-weekly basis and serviced as required. Repairs must be made within two (2) days unless delay is authorized by the City in writing.
- 28.14.2 The Contractor is required to employ the necessary qualified sprinkler repairperson to maintain and repair all watering systems within the contract boundaries.

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- 28.14.3 The City will pay for or provide the following parts for repair of the sprinkler system based upon a per unit price provided as part of the solicitation package including controllers, electric valves (replacement and repairs), backflows (RPZ), backflow cages, and irrigation lines and fittings, 1" or larger in size. All other parts shall be supplied by the Contractor as part of the scheduled irrigation inspections and maintenance i.e., single and multi-port emitters, drip tubing and lateral lines. All of the broken or defective parts shall be returned to the City. Items under warranty shall be returned to the City for warranty replacement. All repairs or replacements of items listed by the unit price shall be submitted to the respective contract administrator with approval to proceed prior to the repair or replacement and shall be billed at the unit price and replaced with comparable parts approved by the City.
- 28.14.4 If sprinkler equipment presently in service malfunctions but is repairable, it is the Contractor's responsibility, at no additional cost to the City, to supply the labor and materials to repair all such equipment. If a timer malfunctions and cannot be repaired in the field, the City, upon notification, shall determine the best course of action.
- 28.14.5 If new equipment is installed, it shall be with the City's prior approval and equipment removed shall be marked for identification and returned to the City along with all excess parts. Installation or replacement equipment, whether new or rebuilt, shall be considered routine work.
- 28.14.6 Payment for sprinkler maintenance shall be part of the monthly cost for each area as stated in the contract. Special repairs or watering shall be paid for at the price agreed upon by the extra work authorization submitted with the Fee Schedule.
- 28.14.7 When any work is performed (repairs/replacement) on a valve, the Contractor shall raise the valve box to the existing grade, mark the appropriate valve number on top of the box and inside the box and identify it is a tree, palm or shrub valve. All work shall comply with the City Design Standards.

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Landscape Contract Frequency Schedule


Service	Time	Approximate Frequency/Year
Cleaning/Litter	Every 14 days	26
Granite Maintenance	Monthly	12
Weed Control	Two(2) times per year Pre-Emergence-Nov & June Post Emergence-as needed	2 minimum
Pest Control	As required	As Needed
Pruning Trees	Once per year (minimum) and as needed for clearance	1
*Trimming	As required for trees and shrubs to be maintained in compliance with the City's pruning specification and to comply with all sight line requirements within rights-of-way	4
Irrigation Maintenance	Bi-weekly visual inspections, monthly checks of all irrigation system equipment. All repairs completed in three (3) days. In areas with stressed plant material, irrigation needs to be inspected immediately.	12
Palm Pruning	Once per year mid-May-August	1
Large Canopy Trees	Every 2-3 years depending on species. April- July	1x 2-3 years

***NOTE: For Areas in Estrella and Wildflower Trimming will be performed only three times per year.**

29. RIGHT OF WAY LOCATIONS

Locations: North of I-10


Frequency per Unit (Annually)		
Cleaning: 26	Granite Maintenance: 12	Pre-Emergent: 2 Post-Emergent: 2
Shrub /Groundcover Maintenance: 4	Tree Maintenance: 1	Irrigation Inspt. & Maintenance: 12
Areas	Locations	Estimated Sq. Ft.
101	Litchfield Rd: Medians from I-10 north to Wigwam; Medians on Avalon, West ROW south of RID Canal to residential wall end.	357,373
102	McDowell Rd: Dysart Rd. to Bullard including median on 145th and except commercial	226,059
103	Thomas Rd: Dysart west to Litchfield	4,977
104	Indian School Rd: Litchfield west to Wigwam; south ROW from 144th west to east entrance of Clubhouse Dr; Medians east of Litchfield Rd; Excluding HOA & Commercial	437,369

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105	Indian School Rd: (PV Phase 5) North ROW and medians from Wigwam west to Cotton Ln; south ROW from Pebble Creek Pkwy to SR-303.	956,618
106	Palm Valley Phase 1: ROW both sides of Palm Valley Blvd & Westside of Dysart including median on PV Blvd west of Litchfield; except HOA areas defined on Palm Valley #1 map	247,457
107	144th ave: East & west ROW from Indian School to RID. West ROW(past church) Indian School to Wigwam	256,618
108	Pebble Creek Pkwy: Medians from I-10 to W. Charles Blvd. East & West ROW from Virginia to W. Charles Blvd except monument corners, commercial & golf course frontages	945,338
109	Bullard Rd: East ROW Encanto to Indian School, West ROW from RID to Indian School. Also west ROW from Cambridge to RID (curb to sidewalk only) and medians from I-10 to Indian School	555,333
110	Earl: Bullard to 145th Ave both medians, north & south ROW except monument corners	41,392
111	Wigwam Blvd. from (west side of intersection) N. Park Ave. to Spring St. south ROW	71,572
112	Median at Camelback and 152nd Ave.	2,990
113	Virginia / Sarival: Median & North ROW - 16 ft from back of curb Pebble Creek to McDowell	321,360
115	Sedella - Medians from Indian School to Citrus	60,892
116	Freeway on/off ramp corners from street to chain link fences-303 & Indian School, Camelback. I-10 & Litchfield, Dysart, Bullard, Estrella Pkwy (Pre & Post-Emergent only 2x yr.)	84,000


Locations: South of I-10

Frequency per Unit (Annually)		
Cleaning: 26	Granite Maintenance: 12	Pre-Emergent: 2 Post-Emergent: 2
Shrub /Groundcover Maintenance: 3	Tree Maintenance: 1	Irrigation Inspt. & Maintenance: 12
Area	Locations	Estimated Sq. Ft.
201	Wildflower Ranch: ROW both sides of Wildflower & Shooting Star Dr. all irrigated landscape islands on north and south end of Wildflower Ranch DG areas are included excluding turf. RID Canal Rd. from Van Buren to Harrison	463,167
	Various City Maintained ROW areas to be sprayed- Estrella Pkwy I-10 to South of Vineyard, Bullard Ave I-10 to Elwood, Litchfield Rd I-10 to MC85 and other areas as such. (Pre & Post-Emergent only 2x yr.)	7,000,000

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Locations: Estrella


Frequency per Unit (Annually)		
Cleaning: 26	Granite Maintenance: 12	Pre-Emergent: 2 Post-Emergent: 2
Shrub /Groundcover Maintenance: 3	Tree Maintenance: 1	Irrigation Inspt. & Maintenance: 12
Area	Locations	Estimated Sq. Ft.
301	Estrella Parkway	1,229,509
301	Start of development to Elliot- Estrella Parkway East ROW from entrance monument to the end of the development wall south of W. Krista Dr. Medians Estrella Parkway from where the rip rap starts to Elliot	
301	Elliot to Calistoga- Estrella Parkway East ROW from beginning of wall across from the new home finding center to the yacht club entrance. Medians on Estrella Parkway from Elliot south past Calistoga	
301	East Row from the start of the fire station wall to Spring Dr., East ROW from Westar to the end of the chain link fence for Estrella Foothills High School	
301	West ROW from the fire station gates to Polaris, West ROW from San Miguel to Calistoga	
301	Calistoga to the end of Estrella Parkway- West ROW from Calistoga to the end of the development walls north of Willis, West ROW from the start of the development walls north of Tanglewood to the end of Estrella Parkway, Medians Calistoga to the end of Estrella Parkway	
302	Westar Dr. - North ROW from Estrella Parkway to 179th Ave., North Row from start of the development wall to Ironwood Pointe subdivision sign. South ROW from Estrella Parkway to Lavender Ln., South ROW from start of development wall east of Verdin to Ironwood Pointe subdivision sign all medians on Westar, all right of way areas that are adjacent to residential walls including curb to sidewalk in front of West Star Elementary	182,236
303	Golf Club Dr.- East ROW from end of wall north of Desert Sage Dr., East ROW from Desert Sage Dr. to Westar, All medians on Golf Club Dr.	63,195
304	Elliot Dr.- South ROW from 181st Ave. to San Miguel, West ROW from San Gabriel to the end of the development wall, All medians on Elliot	166,367
305	San Miguel Rd.- North ROW from Elliot to Spring Dr., North ROW from Golf Club Dr. to South Lake Park	59,448
306	San Gabriel Dr.- West ROW from Elliot to Sunrise Dr., West ROW from development wall south of Sweet Acacia Dr. to 181st	88,843

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	Ave., East ROW from Elliot to 181st Ave., North ROW from the development wall west of 179th Dr. to Estes Way	
307	Willis Rd- Medians	129,077
308	Calistoga	173,274

30. PUBLIC WORKS LOCATIONS

Frequency per Unit (Annually)		
Cleaning: 12	Granite Maintenance: 0	Pre-Emergent: 3 Post-Emergent: 3
Shrub /Groundcover Maintenance: 0	Tree Maintenance: 0	Irrigation Inspt. & Maintenance: 0
Area	Locations	Estimated Sq. Ft.
Well 1	200 E. Western Ave.	1,670.6
Well 2	827 N Las Palmas Dr.	2,340.3
Well 3	441 E. La Canada Blvd.	8,001.5
Well 4	1000 N. Litchfield Rd.	
Well 5	980 S. Camino Oro	10,050.7
Well 6	828 E. Calle Adobe Ln.	3,898.9
Site 7	16255 W. Eddie Albert Way	3,167.9
Well 22	15634 W. Van Buren St.	9,359.1
Site 23	16823 S. Rainbow Valley Rd.	196,054.0
Well 24 (new 2018)		10,000.0
Well 25 (new 2018)		10,000.0
Well 26 (new 2019)		10,000.0
Adaman Well 1	5450 N. Sarival Ave.	19,684.2
Adaman Well 2	5250 N. Sarival Ave.	22,491.8
Adaman Well 3 (new 2018)	Southeast corner of Bethany Home Road and Loop 303	21,500.0
Manifold	14980 W. Van Buren St.	1,225.8
Goodyear WRF	4980 S. 157th Ave.	1,121,120.9
Bio Flora L.S.	16125 W. Eddie Albert Way	14,400.0
Del Camino L.S.	868 N. Dysart Rd.	293.0
Las Brisas L.S.	18102 W. Broadway Rd.	5,131.5
Palm Valley L.S.	14083 W. Fillmore St.	949.2
Perryville Grinder Station	17370 W. McDowell Rd.	5,288.1
Rubbermaid L.S.	4559 S. Cotton Ln.	437.0
Wells Fargo L.S.	13504 W. Van Buren St.	377.6
Corgett WRF	9500 S. 186th Ln.	155,909.8
Irene L.S.	18659 W. Santa Irene Dr.	358.7
Lost L.S.	8668 S. Estrella Pkwy.	413.7
Ricardo L.S.	10920 W. San Ricardo Dr.	434.9
Rainbow Valley WRF	16699 S. Rainbow Valley Rd.	169,977.7
Canta Mia L.S.	16699 S. Rainbow Valley Rd.	712.8

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Lum L.S.	12374 W. Westar Dr.	3,168.0
Rainbow Valley L.S.	18101 W. Westar Dr.	4,914.4
Golf L.S.	18010 W. Westar Dr.	3,201.0

*Optional for all Public works facilities is a monthly clean-up of weeds and trash in addition to the pre & post-emergent spraying.

31. FACILITIES LOCATIONS

Frequency per Unit (Annually)		
Cleaning: 26	Granite Maintenance: 12	Pre-Emergent: 2 Post-Emergent: 2
Shrub/Groundcover Maintenance: 4	Tree Maintenance: 1	Irrigation Inspt. & Maintenance: 12
Area	Locations	Estimated Sq. Ft.
Bullard Water Campus	1522 S. Bullard Ave.	254,634.8

Frequency per Unit (Annually)		
Cleaning: 26	Granite Maintenance: 12	Pre-Emergent: 2 Post-Emergent: 2
Shrub/Groundcover Maintenance: 4	Tree Maintenance: 1	Irrigation Inspt. & Maintenance: 12
Area	Locations	Estimated Sq. Ft.
Goodyear Municipal Complex	14455 W Van Buren St	108,265.1
City Hall	190 N Litchfield Rd	29,760.9
Fleet Services	4980 S 157th Ave	78,669.3
Wash and Fuel	4971 S 157th Ave	49,850.5
Public Works Administration	4980 S 157th Ave	10,771.7
Police Dispatch And Patrol	1111 S Litchfield Blvd	3,299.5
Goodyear Fire Station 185	15875 W Clubhouse Dr.	11,128.4
Goodyear Fire Station 184	16161 W Yuma Rd	58,663.3
Goodyear Fire Station 182	10701 S Estrella Pkwy	83,159.5
Goodyear Fire Station 181	14000 W Yuma Rd	4,396.3
Goodyear Vehicle Impound	1146 S Camino Oro	1,659.8
Goodyear Park and Ride	13183 W Cornerstone Blvd	11,752.4

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*Goodyear Fire Station 187	42960 S 99th Ave	14,330
Goodyear Police Department Operations	11 N 145th Ave	48,549.9
Goodyear Traffic Management/Health Clinic	986 S Litchfield Rd	14,769.7
Goodyear Police Department Evidence	2711 S La Luna	5,998.9
Goodyear Park N Ride	Dysart & Cornerstone Blvd	111,287

***Bi-Annual Trimming, Cleaning and Weed Control (Pre & Post-Emergent) only**

32. OTHER SERVICES

OTHER SERVICES	
	Irrigation Tech
	Spray Tech
	General Labor
	5 Gal. Plants
	5 gal. Specialty Plants
	24" Box Tree with staking
Qty	Tree Work in ROW
470	Large Canopy Trees
633	Phoenix Dactyliferas
306	Washingtonia Filifera
625	Washingtonia Robusta
	Palm tree Skinning \$/ft
Qty	Tree Work in Parks/Facilities
75	Large Canopy Trees
23	Phoenix Dactyliferas
50	Washingtonia Filifera
89	Washingtonia Robusta
	Palm tree Skinning

END OF SCOPE OF WORK



City of Goodyear

Offer and Acceptance CONTRACT NO. CON-18-4136

Office of Procurement
190 N. Litchfield Road
P.O. Box 5100
Goodyear, AZ 85338
Phone: 623-882-7834

DESCRIPTION OF SERVICES: Landscape Services - Citywide

OFFER

To the City of Goodyear: The undersigned Contractor hereby offers and agrees to furnish the Services and/or material(s) in compliance with this Contract, as the term Contract is defined in this document.

By signing and submitting this Offer, Contractor certifies and warrants that Contractor: has read, understands and agrees to comply with the Contract as defined here; has no known, undisclosed conflict of interest; has not made an offer of any gift(s), payment(s) or other consideration to any City employee, elected official who has or may have had a role in the procurement process for this Contract; v) pursuant to A.R.S. § 41-4401, Contractor and its subcontractors will comply with all immigration laws and regulations that relate to its employees and A.R.S. § 23-214; and the signatory is an officer or duly authorized agent of the Contractor with full power and authority to submit binding offers for the goods and/or services as specified herein.

Arizona Transaction (Sales):

Arizona Contractor License Number:

Privilege Tax License #

City of Goodyear Business Registration No.:

For clarification of this offer contact:

Name:

Telephone:

E-Mail Address:

Sign:

Company Name

Authorized Signature for Offer

Address

Printed Name

City

State

Zip Code

Title

Date

ACCEPTANCE OF OFFER AND CONTRACT AWARD (For City of Goodyear Use Only)

Contractor's Offer is hereby accepted and a Contract awarded by the City. Contractor is now bound to provide the materials and/or services as specified in Scope of Work of this Contract. Contractor shall not start any billable work or provide any material/services until the Contractor receives an executed purchase order or written notice to proceed.

City Manager, City of Goodyear (if applicable)

Attested by:

Darcie McCracken, City Clerk

City Seal

Official File

City of Goodyear, Arizona. Eff. Date: _____

Jacque Behrens, CPPB, Procurement Manager

Approved as to form:


Roric Massey, City Attorney

	City of Goodyear		Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7834
	Attachment A List of References		

EXPERIENCE AND QUALIFICATIONS

Submit a list of at least three (3) references for projects completed similar to this project that your firm has performed within the past five (5) years. Provide detailed information for each of the following:

1	Company:			
	Contact:		Phone:	
	Address:			
	Dates/Description of Work			
	Contract Value			
2	Company:			
	Contact:		Phone:	
	Address:			
	Dates/Description of Work			
	Contract Value			
3	Company:			
	Contact:		Phone:	
	Address:			
	Dates/Description of Work			
	Contract Value			

	CITY OF GOODYEAR	Office of Procurement 190 N. Litchfield Road P.O. Box 5100 Goodyear, AZ 85338 Phone: 623-882-7893
	Attachment B Proposed Chemicals Listing	

Offeror shall attach a complete list of all the chemicals that will be used in the performance of the contract.

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	Attachment C Licenses and Certifications	

Regardless if using a subcontractor or not offerors shall submit copies of the required licenses and certifications requested to perform landscape services as specified on this solicitation. If a subcontractor is used, its licenses and professional qualifications and insurance certificates must also be submitted with the bid

Contractor (Sub) Licensing Requirements:

Bid shall comply with all statutes and rules of the State of Arizona and Registrar of Contractors. In accordance with A.R.S. § 32-1151, and unless otherwise exempted by A.R.S. § 32-1151, Bidder should have the correct class of license as required by the Registrar of Contractors for the work specified, prior to submission of a bid. The Bidder certifies possession of the following license:

Licensed Contractor's Name: _____

Class: _____ Type: _____

License Number: _____ Expiration: _____